

HUNTERTOWN UTILITY BOARD MEETING AGENDA

Monday, November 3, 2025, 5:00 p.m. Huntertown Town Hall, 15617 Lima Road

Call to order with Pledge of Allegiance

Approval of Minutes

October 6, 2025

New Business

- Sanitary sewer special contract The Fens
- Water Special Contract Crossing at the Fens Sec I
- Water Special Contract Ridge at the Fens Sec 1
- Water Special Contract Brook at the Fens Sec 1
- New water and sewer service application 4343 Hathaway Road
- New Water service application Simon Lakes Estates Sec 1 (51 lots)
- Special Contract West Brook Estates
- Dunton Road Water Main Cost Share update
- Pay Application No. 3 R. Yoder Construction: WWTP Phase 3
- Pay Applications No 2&3 Landmark Construction: Water Tower/Main
- Pay Application No 2 Fox Contractors: Water Main Extension (Info Only)

Old Business

Reports:

Hannah Walker - Town Manager Ryan Schwab - Clerk Treasurer - 2026 Budget Derek Frederickson - Engineering Resources David Hawk - Hawk Haynie Kammeyer & Smith

Open Floor for Public Comment - Please keep comments to 3 minutes.

Adjournment

Next Meeting of the Huntertown Utility Service Board is Monday, December 1, 2025 at 5 p.m. Meeting can be streamed online at www.youtube.com/@TownofHuntertownIndiana

Utility Board Member appointments

Anthony Ramey 3-year term expiring 12/31/2025

Town Council Executive appointee

Michael Stamets 3-year term expiring 12/31/2026

Town Council appointee

Dan Roy

3-year term expiring 12/31/2027

Town Council Executive appointee

Town of Huntertown Utility Service Board Meeting Minutes for Monday, October 6, 2025 Huntertown Town Hall, 15617 Lima Road

A public meeting of the Huntertown Utility Service Board was held on Monday, October 6, 2025. The meeting was held was Huntertown Town Hall, 15617 Lima Road, Huntertown, IN. Members in attendance were board members Tony Ramey and Dan Roy; Town Manager Hannah Walker; Clerk-Treasurer Ryan Schwab; Jim Breckler, Steven Cardenas, Jessica Hile and Derek Frederickson of Engineering Resources Inc, Michael Hawk of Hawk Haynie Kammeyer & Smith; three (3) members of the public and zero (0) members of the media. Board Member Michael Stamets attended the meeting electronically via Microsoft Teams. The meeting was streamed on the Town's YouTube Channel.

Tony Ramey called the meeting to order at 5:00 p.m. with the Pledge of Allegiance.

BOARD ACTION

Tony Ramey made a motion to approve the minutes of the September 2, 2025, meeting as presented. Dan Roy seconded. Motion carried 3-0.

Dan Roy made a motion to approve Pay Application No. 2 to R. Yoder Construction in the amount of \$520,912.19 for work completed on the Huntertown Wastewater Treatment Plant Phase 3 project. Tony Ramey seconded. Motion carried 3-0.

Dan Roy made a motion to approve a professional services agreement with Engineering Resources Inc. for wastewater improvements at the Carroll Oaks and Shoaff Road lift stations in the amount of \$62,900. Tony Ramey seconded. Motion carried 3-0.

Michael Stamets made a motion to conditionally approve a new water and sewer application from Caspian Development LLC for the 15-lot West Brooks Estates subdivision, pending technical review, voluntary annexation, a special contract and a 2-year construction start time. Dan Roy seconded. Motion carried 3-0.

NEW BUSINESS

Outside of the items listed under Board Action, the following New Business was brought forth:

- Steven Cardenas of Engineering Resources Inc. provided the board with a spreadsheet detailing a
 work plan for inflow and infiltration investigation. Discussion topics included the next steps in the
 plan and the types of projects to implement, expected cost savings that would be seen, the need for
 continued capital improvements, and how to address this issue annually. After no further discussion,
 no action was taken.
- Steven Cardenas of Engineering Resources Inc. provided the board with a document updating them on the available capacity at the water treatment plant and wastewater treatment plant.

OLD BUSINESS

Outside of items listed under Old Business, no other Old Business was brought forth.

REPORTS

Town Manager Hannah Walker had the following report:

• She was seeking input from the board in regard to its contracts with its engineer and attorney which are set to expire at the end of the year. She was asking the board to consider three options: 1) sending out a Request for Qualifications (RFQ) for a new 3-year contract; 2) extending the current engineering contract by one year; 3) look into hiring an in-house engineer. Derek Frederickson of Engineering

Resources Inc. said there is enough engineering work to warrant an in-house engineer. He presented the council with a summary of hours and noted that it would take about four employees to cover all of the tasks his firm currently undertakes for the town. Walker said hiring someone inhouse would be difficult to do over the remaining three months of the year and that this option would be best to further examine in 2026. Board members agreed to have her send out an RFQ for a new 3-year contract.

- The water tower project is making progress as steel crews are set to begin assembling the base soon. The project is set for completion in the summer of 2026.
- The construction project at the wastewater treatment plant is going well and not interfering with current day-to-day operations.
- The City of Fort Wayne has submitted its contract for emergency utility connections. The town's legal team is reviewing the document, and a report will be sent to council once the review is complete.

Outside of items listed under Board Action, Clerk-Treasurer Ryan Schwab had no further report.

Outside of items listed under Board Action, Derek Frederickson of Engineering Resources had no further report.

Michael Hawk had no report.

PUBLIC COMMENT

None were brought forth.

Tony Ramey made a motion to adjourn. Dan Roy seconded. Motion passed with a voice vote, and the meeting was adjourned at 5:50 p.m.

Attest: _		
	Anthony Ramey	Ryan Schwab
	President	Clerk Treasurer

SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER MAINS IN -THE FENS - A RESIDENTIAL DEVELOPMENT

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER MAIN ("Special Contract"), executed as of this _____ day of ______, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which operates the HUNTERTOWN SANITARY SEWER UTILITY, (the "Utility"), a municipal sewer utility, and GRE DEVELOPMENT, LLC, ITS AFFILIATES AND ASSIGNS, hereinafter (the "Developer") and SIH, LLC, ITS AFFILIATES AND ASSIGNS, hereinafter (the "Owner").

WITNESSETH:

WHEREAS, SIH, LLC, either has under contract the right to purchase, owns, or controls Real Estate in or contiguous to the municipal boundaries of Huntertown, more particularly described on Exhibit A attached hereto and made a part hereof (the "Real Estate") which is being developed by GRE DEVELOPMENT, LLC; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **The Fens** (the "Development"), as depicted in **Exhibit B** which will be residential subdivisions platted which the USB conditionally approved on November 4, 2022, for seven hundred and thirty-six (736) equivalent residential units ("ERUs"); and

WHEREAS, through planning efforts by the Town and Developer, the number of ERU's may potentially increase by forty (40) additional ERU's for a total of not to exceed seven hundred and seventy-six (776) equivalent residential units ("ERUs"); subject to the Developer making a full application according to submittal requirements and the subsequent approval by the USB, which will be acted upon in good faith by the USB, and be subject to appropriate conditions which will include but not be limited to a voluntary annexation of the real estate in the Development which is not currently within the municipal boundaries of the Town; and

WHEREAS, the Utility is a municipal utility with an Exclusive Sewer Service Territory ("SST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sewer service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive collection system, and the fact that heretofore no sanitary sewage disposal facilities or services in said area have existed), and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 8.5-4-39, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's SST is experiencing extremely rapid growth, creating demand for the extension of sanitary sewer disposal facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its SST and is willing to allow Developer to construct extensions of the Utility's sanitary sewer mains by private contractors approved by the Utility, which approval shall not be unreasonably withheld beyond a period of thirty (30) days after the Developer supplies the Utility with the name of the contractor that Developer proposes to use, or seven (7) days after contractor responds to the Utilities last request for information, whichever is later; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections beyond what is needed for the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed. The Utility hereby agrees to allow the extension of sanitary sewage disposal facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

2. Construction of the Development Collection System.

- a. Local Collection System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary main and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of a sewer main to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal services in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.
- b. <u>Phased Development.</u> The parties acknowledge that the Local System may be constructed in phases. In accordance with the Town's Development Ordinance, and the

Commission's main extension rule 170 IAC 8.5-4-28(b) the Local Systems shall be constructed to comply with the Commission's main extension rules above referenced for each phase. The Local Plan for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local System. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.

- c. Compliance with Plans and Specifications. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's SST, all as may be amended from time to time, and with the Local Plan. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 3 for the proposed main extensions.
- d. Technical Review. Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel, which the Utility shall provide within a reasonable time, of the plans for sanitary sewage disposal utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Article 3 for the proposed sanitary sewer main extension.
- 3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer will be eligible for a Construction Release conditioned upon the following:
 - a. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
 - b. Provide a copy of the IDEM Sanitary Sewer Construction Permit and any other permits needed as required by law.
 - c. Issue a written notification to the USB before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.
- 4. <u>Inspection Fees.</u> The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed sanitary sewer main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place

at the time of final development approval for the phase to be constructed. Developer shall provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Development Collection System or phase thereof, to allow the Utility to determine any additional inspection fees due and to properly account for the cost of the Development Collection System.

- 5. Maintenance Bond. Upon substantial completion of construction of the sanitary sewer main extension, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable. underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development approval for the phase to be constructed. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.
- 6. Requirements for Acceptance/ Secondary Plat Approval. As a condition of acceptance of the Development Collection System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
 - a. Demonstrate satisfactory completion of the Development Collection System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
 - b. Provide a copy of the final plat for the Development showing property lines, right-of-way and easements.
 - c. Provide a Maintenance Bond as specified in section 5 hereof.
 - d. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are

- found to consistently not meet the Town standards or adhere to the provided schedule.
- e. Secure a written confirmation of satisfactory Final Inspections by Huntertown, which Huntertown shall provide within a reasonable time.
- f. Provide written confirmation of passing test reports for all sewer infrastructure.
- 7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.
- 8. <u>Connection Fees and Charges.</u> Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new sewer connection as applicable.
- 9. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.
- 10. <u>Developer Warranties.</u> The Developer does hereby warrant that as of the date of this Special Contract:
 - a. GRE DEVELOPMENT, LLC, is organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Sanitary Sewer Mains and Facilities.
 - b. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.
 - c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, LLC with respect to the performance of all actions required under this Special Contract; and
 - d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.
- 11. <u>Default by Developer</u>. Each of the following events by, or applicable to the Developer shall oconstitute an "Event of Default" by the Developer:

- a. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
- b. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to sanitary sewage disposal and all matters related thereto, which failure persists for more than thirty (30) days;
- c. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
- d. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed:
- e. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of sewer plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of sanitary sewage disposal service to the Developer's Development;
- C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.
- 12. <u>Indemnification</u>. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance,

and repair of the Local Collection and Distribution System. The indemnification provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.

- 13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, this Special Contract does not supersede previously written technical review comments or written conditions imposed by the USB.
- 14. <u>Notice</u>. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:
Huntertown Utility Service Board
c/o Huntertown Town Manager
Huntertown Town Hall
15617 Lima Road
Huntertown, IN 46748

Developer: GRE Development, LLC c/o Brian Brown 694 W. Lisbon Rd. Kendallville, IN 46755

The Owner: SIH, LLC c/o Joseph L. Zehr 10808 La Cabreah Ln. Fort Wayne, IN 46845

Notice delivered to the Developer's and/or the Owner's address above shall be deemed notice to the Developer and/or the Owner, respectively.

- 15. <u>Successors</u>. The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.
- 16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

- 17. <u>Cooperation With Governmental Bodies</u>. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.
- 18. <u>Further Assurances</u>. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN UTILITY SERVICE BOARD	GRE Development, LLC
Ву;	By: Bi B
Tony Ramey, President	Brian Brown, Managing Member
Ву:	SIH, LLC
Dan Roy, Member	By
By:	Joseph L. Zehr, Member
Mike Stamets Member	

ATTACH LEGAL DESCRIPTION(Exhibit "A"), and depiction of The FENS (Exhibit "B").

EXHIBIT A

March 21, 2022

North Eastern Development Corp. Hathaway & Bethel Roads Fort Wayne, IN Shank Property – Total Perimeter

Legal Description:

Prepared by Duane A. Brown, LS #80040337, D. A. Brown Engineering Consultants, Inc., Job No. 2112-01-001, Plat of Survey #32-11-24-01.

A tract of land located in the Southwest, Northwest, Northeast, and Southeast Quarters of Section 24, T32N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at a Harrison Marker in the Southwest corner of said Southwest Quarter; Thence North 00 Degrees 46 Minutes 37 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 2647.19 feet along the West line of said Southwest Quarter to a Rebar Stake in the Northwest corner thereof, the TRUE POINT OF BEGINNING; Thence North 00 Degrees 58 Minutes 07 Seconds West, a distance of 1387.06 feet along the West line of said Northwest Quarter to a Magnail in the Southwest corner of the tract of land described in the conveyance to Walter C. III and Karen E. Cooper in Allen County Document No. 2011026151 (being 1323.08 feet South 00 Degrees 58 Minutes 07 Seconds East from a Harrison Marker in the Northwest corner of said Northwest Quarter); Thence North 89 Degrees 01 Minutes 14 Seconds East, a distance of 1334.25 feet along the South line of said Cooper tract and along the South line of the tracts of land described in the conveyances to Steven T. Freiburger (Document No. 920014501) and Robert E. and Tracia J. Gregory (Document No. 2018009041) to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner of said Gregory tract; Thence North 00 Degrees 52 Minutes 10 Seconds West, a distance of 1265.47 feet along the West line of the East half of said Northwest Quarter to a Marker Spike with Tag (FIRM 0042) in the Northwest corner thereof (being 1336.46 feet North 88 Degrees 44 Minutes 51 Seconds East from a Harrison Marker in the Northwest corner of said Northwest Quarter); Thence North 88 Degrees 44 Minutes 51 Seconds East, a distance of 1086.45 feet along the North line of said Northeast Quarter to a Marker Spike with Tag (FIRM 0042) in the Northwest corner of the tract of and described in the conveyance to Rod A. and Christine M. Pranger in Allen County Document No. 920020949; Thence South 00 Degrees 46 Minutes 15 Seconds East, a distance of 148.50 feet along the West line of said Pranger tract to a Rebar Stake with Cap (FIRM 0042) in the Southwest corner thereof; Thence North 88 Degrees 44 Minutes 51 Seconds East, a distance of 220.00 feet along the South line of said Pranger tract to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner thereof: Thence North 00 Degrees 46 Minutes 15 Seconds West, a distance of 148.50 feet along the East line of said Pranger tract to a Marker Spike with Tag (FIRM 0042) in

the Northeast corner thereof; Thence North 88 Degrees 44 Minutes 51 Seconds East, a distance of 30.00 feet along the North line of said Northwest Quarter to a Harrison Marker in the Northeast corner thereof; Thence North 88 Degrees 17 Minutes 23 Seconds East, a distance of 1067.00 feet along North line of said Northeast Quarter to a Marker Spike with Tag (FIRM 0042) in the Northwest corner of the tract of land described in the conveyance to Nicholas A. And Julie C. Niman in Allen County Document No. 2017025949 (hereafter described as "Niman #1"); Thence along the West line of said Niman #1 tract for the following courses and distances:

South 01 Degrees 39 Minutes 56 Seconds East for 140.77 feet to a Rebar Stake with Cap (FIRM 0042), North 86 Degrees 33 Minutes 27 Seconds East for 59.06 feet to a Rebar Stake with Cap (Updike), and South 00 Degrees 37 Minutes 04 Seconds West for 53.00 feet to a Rail Road Spike in the Southeast corner thereof (also being the Westernmost corner of the tract of land described in the conveyance to Nicholas A. And Julie C. Niman in Allen County Document No. 2019006530 [hereafter described as "Niman #2"]);

Thence South 58 Degrees 59 Minutes 42 Seconds East, a distance of 29.93 feet along the South line of said Niman #2 tract to a Rebar Stake with Cap (FIRM 0027); Thence North 76 Degrees 00 Minutes 42 Seconds East, a distance of 198.04 feet along the South line of said Niman #2 tract to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner thereof: Thence North 01 Degrees 50 Minutes 05 Seconds West, a distance of 166.00 feet along the East line of said Niman #2 tract to a Marker Spike with Tag (FIRM 0042) in the Northeast corner thereof; Thence North 88 Degrees 17 Minutes 23 Seconds East, a distance of 422.61 feet along the North line of said Northeast Quarter to a Marker Spike with Tag (FIRM 0042) in the Northwest corner of the tract of land described in the conveyance to David B. and Mariann Tindall in Allen County Document No. 2021061907 (being 910.90 feet South 88 Degrees 17 Minutes 23 Seconds West from a #5 Rebar Stake in the Northeast corner of said Northeast Quarter); Thence South 01 Degrees 15 Minutes 21 Seconds East, a distance of 360.00 feet along the West line of said Tindall tract to a Rebar Stake in the Southwest corner thereof; Thence North 88 Degrees 17 Minutes 23 Seconds East, a distance of 242.00 feet along the South line of said Tindall tract to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner thereof; Thence South 01 Degrees 15 Minutes 21 Seconds East, a distance of 2299.04 feet along the West line of the East half of the West half of said Northeast Quarter (also being the West line of the tract of land described in the conveyance to Dianna Shank in Allen County Document No. 750004374) to a Rebar Stake with Cap (FIRM 0042) in the Southwest corner thereof; Thence North 88 Degrees 16 Minutes 33 Seconds East, a distance of 676.41 feet along the North line of said Southeast Quarter to a Rebar Stake in the Northeast Corner thereof; Thence South 01 Degrees 26 Minutes 53 Seconds East, a distance of 2342.85 feet along the East line of said Southeast Quarter to a Rebar Stake with Cap (FIRM 0042) in the Northeast corner of the tract of land described in the conveyance to Trant D. Talbott in Allen County Document No. 2013049668 [being 299.89 feet North 01 Degrees 26 Minutes 53 Seconds West from a Marker Spike with tag (FIRM 0042) in the Southeast corner of said Southeast Quarter]; Thence South 88 Degrees 24 Minutes 34 Seconds West, a

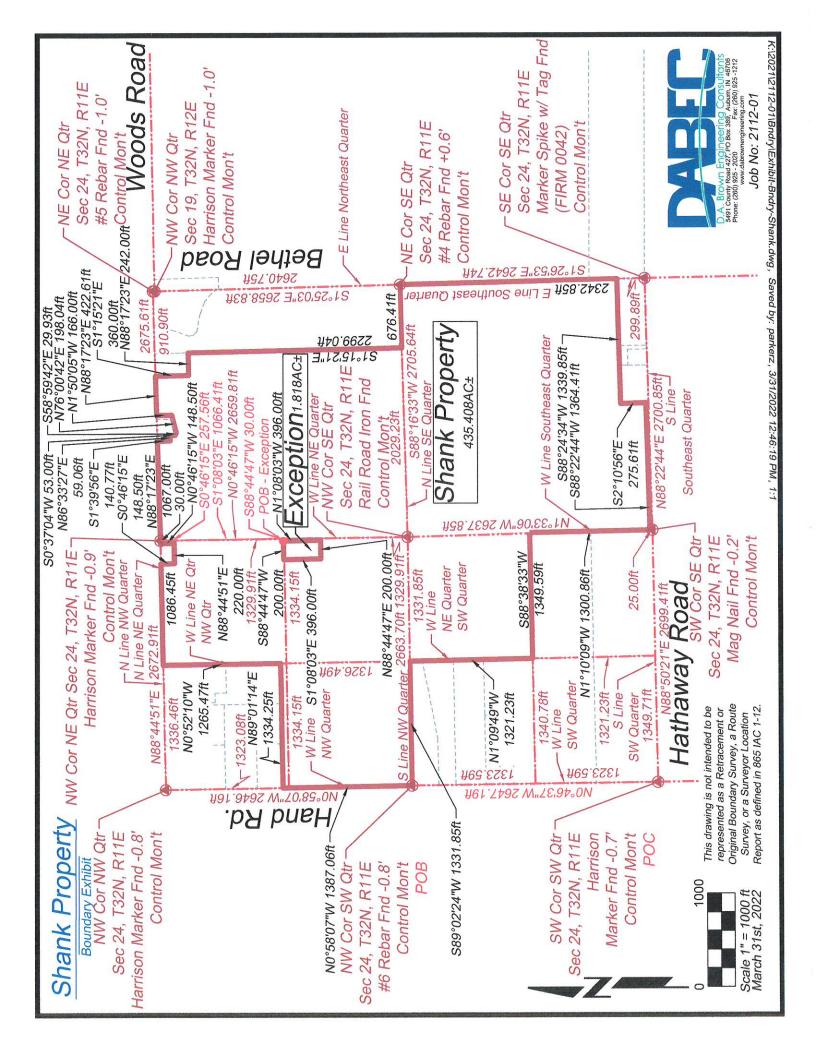
distance of 1339.85 feet along the North line of said Talbott tract and the North line of the tracts of land described in the conveyances to Trent D. Talbott (Document No. 204046920) and Dorthy A. Rayford (Document No. 2013049665) to a Rebar Stake with Cap (Frisinger) in the Northwest corner of said Rayford tract; Thence South 02 Degrees 10 Minutes 56 Seconds East, a distance of 275.61 feet along the West line of said Rayford tract to a Rebar Stake with Cap (Ruckel) in the Northeast corner of the tract of land described in the conveyance to the County of Allen, Indiana in Allen County Document No. 204016056: Thence South 88 Degrees 22 Minutes 44 Seconds West, a distance of 1364.41 feet along the North line of said County of Allen tract to Rebar Stake with Cap (FIRM 0042) in the Northwest corner thereof (being 25.00 feet North 01 Degrees 10 Minutes 09 Seconds West from a Magnail in the Southwest corner of said Southeast Quarter); Thence North 01 Degrees 10 Minutes 09 Seconds West, a distance of 1300.86 feet along the East line of the tracts of land described in the conveyances to Jon H. Smith, et al (Document No. 2012021969) and to Jon H. and Mary E. Smith (Document No. 990000367) to a Rail Road Iron in the Northeast corner of said Jon H. And Mary E. Smith tract; Thence South 88 Degrees 38 Minutes 33 Seconds West, a distance of 1349.59 feet along the North line of said Jon H. And Mary E. Smith tract to a Rebar Stake with Cap (FIRM 0042) in the Southwest corner of the Northeast Quarter of said Southwest Quarter: Thence North 01 Degrees 09 Minutes 49 Seconds West, a distance of 1321,23 feet along the West line of the Northeast Quarter of said Southwest Quarter to a Rebar Stake with Cap (FIRM 0042) in the Northwest Quarter thereof; Thence South 89 Degrees 02 Minutes 24 Seconds West, a distance of 1331.85 feet along the South line of said Northwest Quarter to the POINT OF BEGINNING;

EXCEPTING THEREFROM the following described tract of land:

COMMENCING at a Harrison Marker in the Northeast corner of the Northwest Quarter of Section 24, Township 32 North, Range 11 East; Thence South 00 Degrees 46 Minutes 15 Seconds East, a distance of 257.56 feet along the East line of said Northwest Quarter: Thence South 01 Degrees 08 Minutes 03 Seconds East, a distance of 1066.41 feet along the East line of a Thirty (30) foot Roadway Easement described in Allen County Document No. 78-3462 (see also Document No. 2010051927); Thence South 88 Degrees 44 Minutes 47 Seconds West, a distance of 30.00 feet to the Northeast corner of the tract of land described in the conveyance to Andrew J. and Audrey L. Ryan in Allen County Document No. 2017029462, the POINT OF BEGINNING; Thence South 88 Degrees 44 Minutes 47 Seconds West, a distance of 200.00 feet along the North line of said Ryan tract to a #5 Rebar Stake in the Northwest corner thereof; Thence South 01 Degrees 08 Minutes 03 Seconds East, a distance of 396.00 feet along the West line of said Ryan tract to a Rebar Stake with Cap (FIRM 0042) in the Southwest corner thereof; Thence North 88 Degrees 44 Minutes 47 Seconds East, a distance of 200.00 feet along the South line of said Ryan tract to a Rebar Stake with Cap (FIRM 0042) in the Southeast corner thereof: Thence North 01 Degrees 08 Minutes 03 Seconds West, a distance of 396.00 feet along the East line of said Ryan tract to the POINT OF BEGINNING, said tract containing 1.818 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record;

said tract containing 435.408 Acres, more or less, after said exception, and being subject to all public road rights-of-way and to all easements of record. A survey of said tract being represented by Plat of Survey #32-11-24-01 as prepared by D.A. Brown Engineering Consultants, Inc., 5491 County Road 427, PO Box 389, Auburn, Indiana 46706.

EXHIBIT B



SPECIAL CONTRACT FOR EXTENSION OF A WATER MAIN IN CROSSING AT THE FENS, SECTION I – A RESIDENTIAL DEVELOPMENT

THIS SPECIAL CONTRACT FOR EXTENSION OF WATER MAIN ("Special
Contract"), executed as of this day of, 2025 by and between the TOWN
OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" o
"Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which
operates the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal
water utility, and GRE DEVELOPMENT, LLC, hereinafter (the "Developer").

WITNESSETH:

WHEREAS, SIH, LLC, is the owner of real estate in the Town, more particularly described on Exhibit A attached hereto and made a part hereof (the "Real Estate") which is being developed by GRE DEVELOPMENT, LLC; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as Crossing at The Fens, Section I (the "Development") within which there will be single family residences located on the Real Estate consisting of sixty (60) residences as depicted on Exhibit B;

WHEREAS, the Utility is a municipal utility with an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide water service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive distribution system, and the fact that heretofore no water distribution facilities or services in said area have existed, and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's WST is experiencing extremely rapid growth, creating demand for the extension of water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its WST and is willing to allow Developer to construct extensions of the Utility's water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections within the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated

herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the authority to extend water distribution facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the Development. The Utility hereby agrees to allow the extension of water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

2. <u>Construction of the Development Distribution Systems.</u>

- A. Local Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's water mains and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of water mains and main extensions to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of water distribution services to future development, and in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed, and in accordance with 170 IAC 6-1.5-29. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.
- В. Compliance with Plans and Specifications. The Developer agrees to design. construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's WST, in place at the time of final development approval for the phase to be constructed, and with the Local Plan. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications in place at the time of final development approval for the Development, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 8 for the proposed main extensions.
- C. <u>Technical Review.</u> Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility

following a technical review by the Utility's engineer and Utility personnel, which the Utility shall provide within a reasonable time, of the plans for water utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications in place at the time of final development approval for the Development, and Title 327 of the Indiana Administrative Code, Article 8 for the proposed water main extensions.

- 3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release conditioned upon the following:
 - A. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
 - B. Provide a copy of the IDEM Public Water Supply Construction Permit and any other permits needed as required by law.
 - C. Issue a written notification to the USB before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.
- 4. <u>Inspection Fees</u>. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed water main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the Development.
- Maintenance Bond. Upon substantial completion of construction of the water main extensions, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development

approval for the Development. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.

- 6. Requirements for Acceptance/ Secondary Plat Approval. As a condition of acceptance of the Development Distribution System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
 - A. Demonstrate satisfactory completion of the Development Distribution System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
 - B. Provide a copy of the recorded plat for the Development showing property lines, right-of-way and easements
 - C. Provide a Maintenance Bond as specified in section 5 hereof.
 - D. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.
 - E. Secure a written confirmation of satisfactory Final Inspections by Huntertown.
 - F. Provide written confirmation of passing test reports for all water infrastructure.
- 7. <u>Conveyance of the Local System.</u> Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.
- 8. <u>Connection Fees and Charges.</u> Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new water connection as applicable.
- 9. <u>Waiver of Refunds</u>. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local

System, any water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.

- 10. <u>Developer Warranties</u>. The Developer does hereby warrant that as of the date of this Special Contract:
 - A. GRE DEVELOPMENT, LLC, is organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Water Mains and Facilities.
 - B. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.
 - C. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, LLC with respect to the performance of all actions required under this Special Contract; and
 - D. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.
- 11. <u>Default by Developer</u>. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:
 - A. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
 - B. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to public water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;
 - C. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;

- D. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- E. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of water plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of water service to the Developer's Development;
- C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.
- 12. <u>Indemnification</u>. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.
- 13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, the agreement does not supersede previously written technical review comments or written conditions imposed by the USB.

14. <u>Notice</u>. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Developer:

Huntertown Utility Service Board c/o Huntertown Town Manager Huntertown Town Hall 15617 Lima Road Huntertown, IN 46748

GRE Development, LLC c/o Brian Brown 694 W. Lisbon Rd. Kendallville, IN 46755

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

- 15. <u>Successors.</u> The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.
- 16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.
- 17. <u>Cooperation With Governmental Bodies</u>. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.
- 18. <u>Further Assurances.</u> The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.
- 19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN, UTILITY SERVICE BOARD	GRE Development, LLC
By: Tony Ramey, President	By: Brian Brown, Managing Member
By: Dan Roy, Member	SIH, LLC
By: Mike Stamets, Member	Joseph L. Zehr-Member

Insert Legal Description -Exhibit "A" Depiction, Exhibit "B".

EXHIBIT A

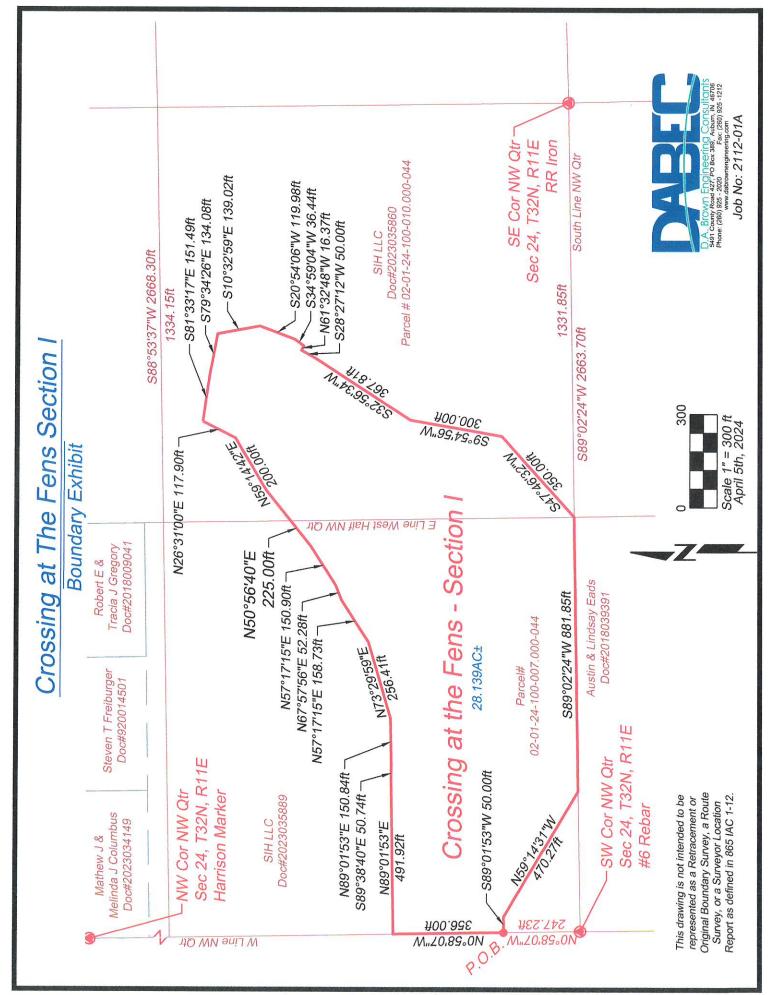
North Eastern Development Corp.
The Fens Development
Hathaway & Bethel Roads
Fort Wayne, IN
Crossing at the Fens - Section I
Legal Description:

A tract of land located in the Northwest Quarter of Section 24, T32N, R11E, in Allen County, the State of Indiana, as prepared by Daniel A. Brown, PS #20400013, D. A. Brown Engineering Consultants, Inc., Job No. 2112-01-001 (based on Plat of Survey #32-11-24-01, dated December 12, 2022, recorded as Document No. 2022065662), more fully described as follows:

BEGINNING at a Number 6 Rebar in the Southwest corner of said Northwest Quarter; Thence North 00 Degrees 58 Minutes 07 Seconds West, (Indiana State Plane Coordinate System East, Zone-GPS Grid Basis of Bearings), a distance of 603.23 feet along the West, line of said Northwest Quarter; Thence North 89 Degrees 01 Minutes 53 Seconds East, a distance of 246.00 feet; Thence South 86 Degrees 41 Minutes 53 Seconds East, a distance of 80.58 feet; Thence North 89 Degrees 01 Minutes 53 Seconds East, a distance of 166.48 feet; Thence North 86 Degrees 11 Minutes 39 Seconds East, a distance of 50.16 feet; Thence North 83 Degrees 34 Minutes 27 Seconds East, a distance of 217.52 feet; Thence North 73 Degrees 29 Minutes 59 Seconds East, a distance of 187.91 feet; Thence North 57 Degrees 17 Minutes 15 Seconds East, a distance of 15.86 feet; Thence South 32 Degrees 42 Minutes 45 Seconds East, a distance of 25.11 feet; Thence North 52 Degrees 25 Minutes 48 Seconds East, a distance of 144.86 feet; Thence in a southeasterly direction with a non-tangent curve turning to the right with a radius of 225.00 feet, having a chord bearing of South 35 Degrees 42 Minutes 16 Seconds East, and a chord distance of 14.65, having a central angle of 03 Degrees 43 Minutes 53 Seconds and an arc length of 14.65; Thence North 56 Degrees 09 Minutes 41 Seconds East, a distance of 200.08 feet; Thence North 32 Degrees 42 Minutes 45 Seconds West, a distance of 13.86 feet; Thence North 50 Degrees 56 Minutes 40 Seconds East, a distance of 225.00 feet; Thence North 59 Degrees 14 Minutes 42 Seconds East, a distance of 200.00 feet; Thence North 26 Degrees 31 Minutes 00 Seconds East, a distance of 117.90 feet; Thence South 80 Degrees 37 Minutes 29

Seconds East, a distance of 285.53 feet; Thence South 10 Degrees 32 Minutes 59 Seconds East, a distance of 139.02 feet; Thence South 33 Degrees 22 Minutes 31 Seconds West, a distance of 536.54 feet; Thence South 09 Degrees 54 Minutes 56 Seconds West, a distance of 339.30 feet; Thence South 47 Degrees 46 Minutes 32 Seconds West, a distance of 350.00 feet; Thence South 89 Degrees 02 Minutes 24 Seconds West, a distance of 1331.85 feet along the South line of said Northwest Quarter to the point of beginning, said tract containing 29.218 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

EXHIBIT B



SPECIAL CONTRACT FOR EXTENSION OF A WATER MAIN IN RIDGE AT THE FENS, SECTION I – A RESIDENTIAL DEVELOPMENT

TH	IS SI	ECIAL	CONT	RACT	FOR	EXT	TENSION	OF	WATER	MAIN	("Spe	ecial
Contract"),	exect	ited as c	of this _	day	of			, 202:	5 by and b	etween t	he TO	WN
OF HUN'	CERT	OWN,	INDIA	NA, an	India	ana	Municipa	l Co	rporation	(the "T	Γown"	or or
"Huntertow	'n"), t	acting b	y and th	irough i	ts UTI	LIT	y servi	CE E	ÖARD (1	the "USI	3"), w	hich
operates the	e HU	NTERT	OWN V	VATER	TREA	TMI	ENT UTI	LITY.	. (the "Uti	lity"), a	munic	ipal
water utility	y, and	GRE I	EVEL	OPMEN	IT, LL	C, h	ereinafter	(the "	Develope	r").		•

WITNESSETH:

WHEREAS, SIH, LLC, is the owner of real estate in the Town, more particularly described on Exhibit A attached hereto and made a part hereof (the "Real Estate") which is being developed by GRE DEVELOPMENT, LLC; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as Ridge at The Fens, Section I (the "Development") within which there will be single family residences located on the Real Estate consisting of thirty-five (35) residences as depicted on Exhibit B;

WHEREAS, the Utility is a municipal utility with an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide water service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive distribution system, and the fact that heretofore no water distribution facilities or services in said area have existed, and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's WST is experiencing extremely rapid growth, creating demand for the extension of water distribution facilities:

WHEREAS the Utility wishes to cooperate with Developer and others within its WST and is willing to allow Developer to construct extensions of the Utility's water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has proposed that the Developer upsize the proposed intrastructure to accommodate connections beyond the Development, and agrees, subject to tinal technical teview and Developer approval to pay for the requested upsizing after the cost of which is further agreed to be wear, the Developer's Contractor and the Juliay.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the authority to extend water distribution facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the Development. The Utility hereby agrees to allow the extension of water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

2. <u>Construction of the Development Distribution Systems.</u>

- A. Local Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's water mains and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of water mains and main extensions to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of water distribution services to future development, and in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed, and in accordance with 170 IAC 6-1.5-29. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.
- B. <u>Compliance with Plans and Specifications</u>. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's WST, in place at the time of final development approval for the phase to be constructed, and with the Local Plan. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications in place at the time of final development approval for the Development, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 8 for the proposed main extensions.

- C. <u>Technical Review.</u> Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel, which the Utility shall provide within a reasonable time, of the plans for water utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications in place at the time of final development approval for the Development, and Title 327 of the Indiana Administrative Code, Article 8 for the proposed water main extensions.
- 3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release conditioned upon the following:
 - A. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
 - B. Provide a copy of the IDEM Public Water Supply Construction Permit and any other permits needed as required by law.
 - C. Issue a written notification to the USB before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.
- 4. <u>Inspection Fees</u>. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed water main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the Development.
- Maintenance Bond. Upon substantial completion of construction of the water main extensions, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's

Contractor shall remain obligated for, all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development approval for the Development. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.

- 6. Requirements for Acceptance/Secondary Plat Approval. As a condition of acceptance of the Development Distribution System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
 - A. Demonstrate satisfactory completion of the Development Distribution System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
 - B. Provide a copy of the recorded plat for the Development showing property lines, right-of-way and easements
 - C. Provide a Maintenance Bond as specified in section 5 hereof.
 - D. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.
 - E. Secure a written confirmation of satisfactory Final Inspections by Huntertown.
 - F. Provide written confirmation of passing test reports for all water infrastructure.
- 7. <u>Conveyance of the Local System.</u> Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.
- 8. <u>Connection Fees and Charges.</u> Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new water connection as applicable.

- 9. <u>Waiver of Refunds</u>. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.
- 10. <u>Developer Warranties</u>. The Developer does hereby warrant that as of the date of this Special Contract:
 - A. GRE DEVELOPMENT, LLC, is organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Water Mains and Facilities.
 - B. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.
 - C. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, LLC with respect to the performance of all actions required under this Special Contract; and
 - D. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.
- 11. <u>Default by Developer</u>. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:
 - A. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
 - B. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to public water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;
 - C. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of

all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;

- D. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- E. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of water plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of water service to the Developer's Development;
- C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.
- 12. <u>Indemnification</u>. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.
- 13. <u>Prior Agreements and Amendments.</u> This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the

terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, the agreement does not supersede previously written technical review comments or written conditions imposed by the USB.

14. <u>Notice.</u> All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Developer:

Huntertown Utility Service Board c/o Huntertown Town Manager Huntertown Town Hall 15617 Lima Road Huntertown, IN 46748 GRE Development, LLC c/o Brian Brown 694 W. Lisbon Rd. Kendallville, IN 46755

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

- 15. <u>Successors.</u> The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.
- 16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.
- 17. <u>Cooperation With Governmental Bodies</u>. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.
- 18. <u>Further Assurances.</u> The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.
- 19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of

SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN, UTILITY SERVICE BOARD	GRE Development, LLC		
By: Tony Ramey, President	By: Brian Brown, Managing Member		
By: Dan Roy, Member	SIH, LLC		
By:	Joseph L. Zehr, Member		

Insert Legal Description -Exhibit "A" Depiction, Exhibit "B".

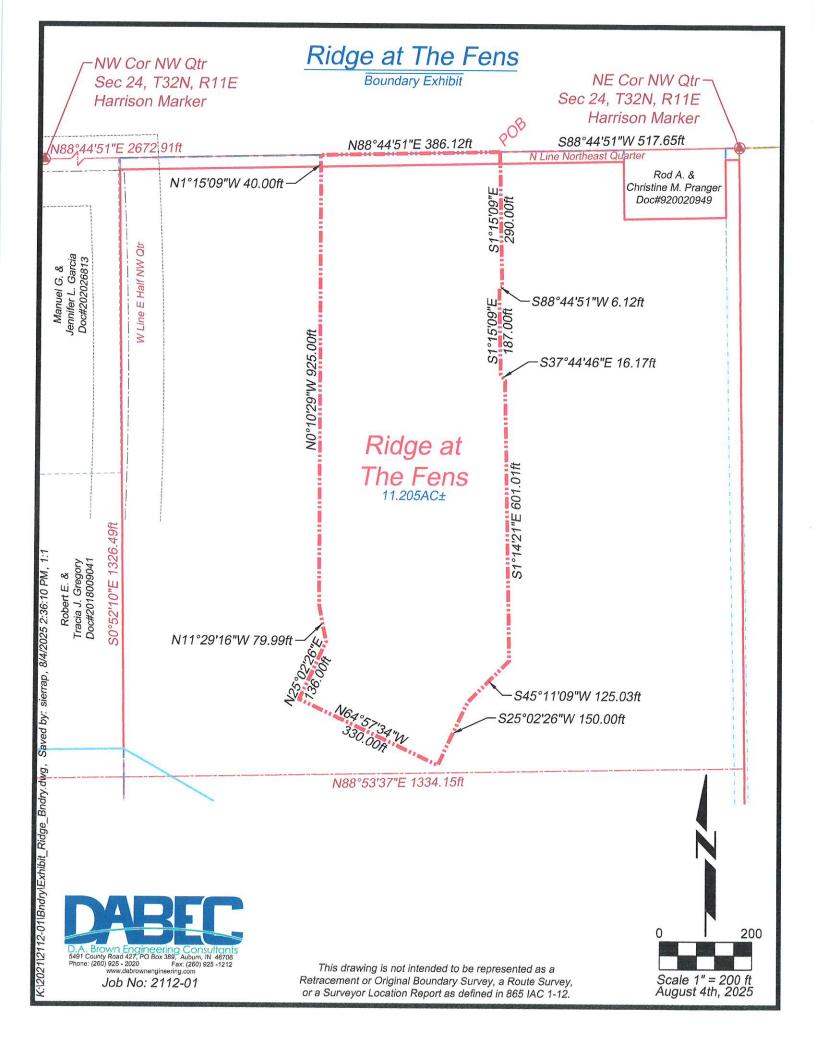
EXHIBIT A

North Eastern Development Corp.
The Fens Development
Hathaway & Bethel Roads
Fort Wayne, IN
Ridge at the Fens - Section I
Legal Description:

A tract of land located in the Northwest Quarter of Section 24, T32N, R11E, in Allen County, the State of Indiana, as prepared by Daniel A. Brown, PS #20400013, D. A. Brown Engineering Consultants, Inc., Job No. 2112-01-001 (based on Plat of Survey #32-11-24-01, dated December 12, 2022, recorded as Document No. 2022065662), more fully described as follows:

COMMENCING at a Harrison Marker in the Northeast corner of said Northwest Quarter; Thence South 88 Degrees 44 Minutes 51 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 517.65 feet along the North line of said Northwest Quarter to the TRUE POINT OF BEGINNING; Thence South 01 Degrees 15 Minutes 09 Seconds East, a distance of 290.00 feet: Thence South 88 Degrees 44 Minutes 51 Seconds West, a distance of 6.12 feet; Thence South 01 Degrees 15 Minutes 09 Seconds East, a distance of 187.00 feet: Thence South 37 Degrees 44 Minutes 46 Seconds East, a distance of 16.17 feet; Thence South 01 Degrees 14 Minutes 21 Seconds East, a distance of 601.01 feet; Thence South 45 Degrees 11 Minutes 09 Seconds West, a distance of 125.03 feet; Thence South 25 Degrees 02 Minutes 26 Seconds West, a distance of 150.00 feet; Thence North 64 Degrees 57 Minutes 34 Seconds West, a distance of 330.00 feet; Thence North 25 Degrees 02 Minutes 26 Seconds East, a distance of 136.00 feet; Thence North 11 Degrees 29 Minutes 16 Seconds West, a distance of 79.99 feet; Thence North 00 Degrees 10 Minutes 29 Seconds West, a distance of 925.00 feet; Thence North 01 Degrees 15 Minutes 09 Seconds West, a distance of 40.00 feet; Thence North 88 Degrees 44 Minutes 51 Seconds East, a distance of 386.12 feet along the North line of said Northwest Quarter to the POINT OF BEGINNING, said tract containing 11.205 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

EXHIBIT B



SPECIAL CONTRACT FOR EXTENSION OF A WATER MAIN IN BROOK AT THE FENS – SECTION I– A RESIDENTIAL DEVELOPMENT

THIS SPECIAL CONTRACT FOR EXTENSION OF WATER MAIN ("Special Contract"), executed as of this ______ day of _______, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its **UTILITY SERVICE BOARD** (the "USB"), which operates the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal water utility, and **GRE DEVELOPMENT**, **LLC**, hereinafter (the "Developer").

WITNESSETH:

WHEREAS, GRE DEVELOPMENT, LLC, is the owner of real estate in the Town, more particularly described on Exhibit A attached hereto and made a part hereof (the "Real Estate") which is being developed by GRE DEVELOPMENT, LLC; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **Brook at the Fens, Section I** (the "Development") within which there will be single family residences located on the Real Estate consisting of thirty-seven (37) residences as depicted on **Exhibit B**;

WHEREAS, the Utility is a municipal utility with an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide water service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive distribution system, and the fact that heretofore no water distribution facilities or services in said area have existed, and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's WST is experiencing extremely rapid growth, creating demand for the extension of water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its WST and is willing to allow Developer to construct extensions of the Utility's water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections within the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated

herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the authority to extend water distribution facilities sufficient to satisfy the anticipated demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the Town's Standards and Specifications in place at the time of final development approval for the Development. The Utility hereby agrees to allow the extension of water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

2. Construction of the Development Distribution Systems.

- A. <u>Local Distribution System: Plans and Specifications.</u> Developer shall design, construct and install, at Developer's expense, an extension of the Utility's water mains and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of water mains and main extensions to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of water distribution services to future development, and in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed, and in accordance with 170 IAC 6-1.5-29. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.
- B. <u>Compliance with Plans and Specifications</u>. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's WST, in place at the time of final development approval for the phase to be constructed, and with the Local Plan. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications in place at the time of final development approval for the Development, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plan for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 8 for the proposed main extensions.
- C. <u>Technical Review.</u> Construction shall not be commenced on the Local System, or any part thereof, until Developer has obtained approval from the Utility

following a technical review by the Utility's engineer and Utility personnel, which the Utility shall provide within a reasonable time, of the plans for water utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications in place at the time of final development approval for the Development, and Title 327 of the Indiana Administrative Code, Article 8 for the proposed water main extensions.

- 3. <u>Requirements for Construction Release</u>. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release conditioned upon the following:
 - A. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
 - B. Provide a copy of the IDEM Public Water Supply Construction Permit and any other permits needed as required by law.
 - C. Issue a written notification to the USB before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.
- 4. <u>Inspection Fees</u>. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed water main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the Development.
- Maintenance Bond. Upon substantial completion of construction of the water main extensions, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development

14. <u>Notice.</u> All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Huntertown Utility Service Board c/o Huntertown Town Manager Huntertown Town Hall 15617 Lima Road Huntertown, IN 46748 Developer:

GRE Development, LLC c/o Brian Brown 694 W. Lisbon Rd. Kendallville, IN 46755

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

- 15. <u>Successors.</u> The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.
- 16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.
- 17. <u>Cooperation With Governmental Bodies</u>. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.
- 18. <u>Further Assurances.</u> The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.
- 19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN, UTILITY SERVICE BOARD	GRE Development, LLC
By: Tony Ramey, President	By: Brian Brown, Managing Member
By: Dan Roy, Member	
By: Mike Stamets, Member	

Insert Legal Description -Exhibit "A" Depiction, Exhibit "B".

EXHIBIT A

August 29, 2025

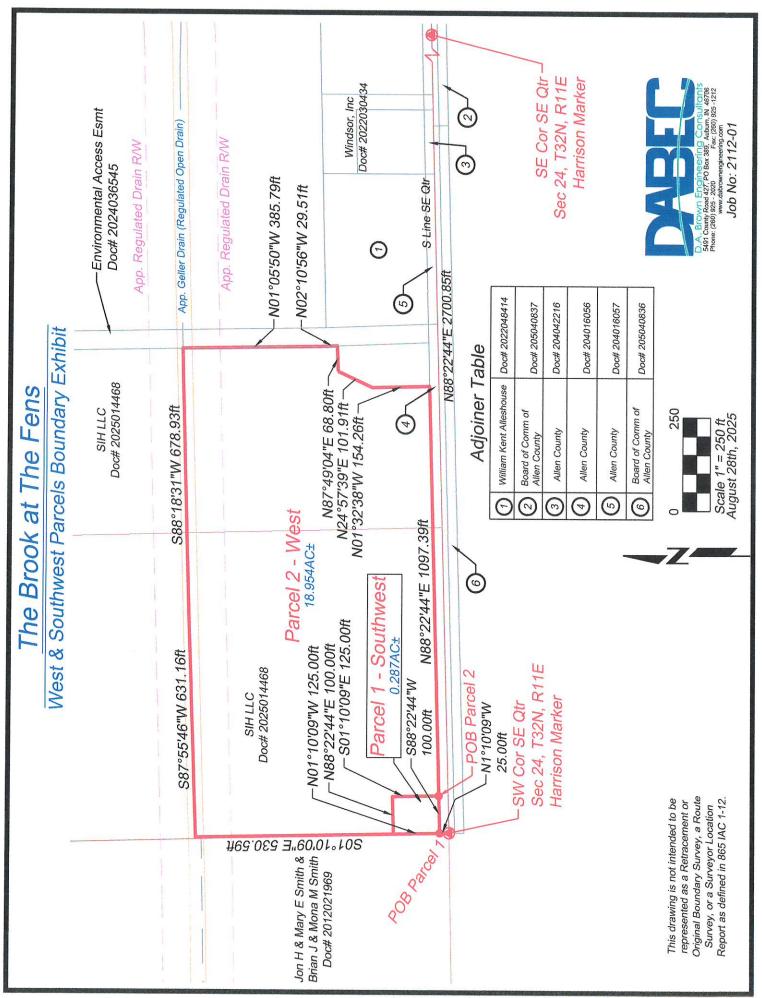
North Eastern Development Corp. The Fens Development Hathaway & Bethel Roads Fort Wayne, IN Brook at the Fens - Section I Parcel 2 - West (SIH to GRE)

Legal Description:

A tract of land located in the Southeast Quarter of Section 24, T32N, R11E, in Allen County, the State of Indiana, as prepared by Duane A. Brown, LS #80040337, D. A. Brown Engineering Consultants, Inc., Job No. 2112-01-001 (based on Plat of Survey #32-11-24-01, dated December 12, 2022, recorded as Document No. 2022065662), more fully described as follows:

COMMENCING at a Harrison Marker situated in the Southwest corner of said Southeast Quarter; Thence North 01 Degrees 10 Minutes 09 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 25.00 feet along the East line of the tract of land described in the conveyance to Jon H. & Mary E. Smith et al to a Rebar stake with cap (FIRM 0042) in the Northwest corner of the tract of land described in the conveyance to the County of Allen, Indiana in Allen County Document No. 204016056; Thence North 88 Degrees 22 Minutes 44 Seconds East, a distance of 100.00 feet along the North line of said County of Allen tract to the TRUE POINT OF BEGINNING: Thence North 88 Degrees 22 Minutes 44 Seconds East, a distance of 1097.39 feet along the North line of said County of Allen tract; Thence North 01 Degrees 32 Minutes 38 Seconds West, a distance of 154.26 feet: Thence North 24 Degrees 57 Minutes 39 Seconds East, a distance of 101.91 feet: Thence North 87 Degrees 49 Minutes 04 Seconds East, a distance of 68.80 feet; Thence North 02 Degrees 10 Minutes 56 Seconds West, a distance of 29.51 feet along the West line of an Environmental Access Easement as described in Allen County Document No. 2024036545; Thence North 01 Degrees 05 Minutes 50 Seconds West, a distance of 385.79 feet along the West line of said Environmental Access Easement; Thence South 88 Degrees 18 Minutes 31 Seconds West, a distance of 678.93 feet; Thence South 87 Degrees 55 Minutes 46 Seconds West, a distance of 631.16 feet; Thence South 01 Degrees 10 Minutes 09 Seconds East, a distance of 530,59 feet along the East line of the Smith tract referenced above; Thence North 88 Degrees 22 Minutes 44 Seconds East, a distance of 100.00 feet; Thence South 01 Degrees 10 Minutes 09 Seconds East, a distance of 125.00 feet to the **POINT OF BEGINNING**, said tract containing 18.954 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

EXHIBIT B





Number of Bathrooms

Town of Huntertown - 2025

15617 Lima Road * PO Box 95 * Huntertown, IN 46748 Phone (260)637-5058 * www.huntertown.org * Fax (260)637-5891

Existing Septic? NO HUNTERTOWN APPLICATION FOR NEW Existing Well? NO WATER AND SEWER SERVICES All requests for new water and sewer service shall be made Property Owner / Development Name: to the Huntertown Utility Service Board for their approval before any connections can be made to Huntertown Utilities. Any application for new water and sewer services Gregory Hand must be submitted at least 30 days before the next scheduled USB meeting in order to be considered. Location / Address: 4343 Hathaway Road, Fort Huntertown reserves the right to make exceptions to this Wayne, IN 46818 policy as needed. This form shall be completed in its Number of Sewer Connections: 1 entirety, signed by the property owner, and presented to Huntertown for placement on the agenda for the next Number of Water Connections: __1_ available meeting of the USB for their consideration and approval. Request For: Property Owner Signature Date New Water / Sewer Service X Water Main Extension Sewer Main Extension **Property Owner Information:** Purpose of Request: (Attach additional pages if Name: Gregory Hand needed) Address: 14823 Lima Rd, Fort Wayne, IN 46818 Phone: (260) 341-9075 E-mail: Gregoryhand37@gmail.com **APPROVALS** Developer / Responsible Party: Company: N-G Construction LP **Utility Service Board Conditional Approval of** Contact Person: Mel Graber Service1 Address: 11622 Antwerp Rd, Grabill IN, 46741 Phone: (260) 433-5727_____ E-mail: Signature Date **Engineer Information:** Company: Same as Developer Contact Person: Address: **Utilities Representative Technical Review Approval** Phone: e-mail: Signature Date Single Lot / Service: Number of Bedrooms

¹ Technical review and approval required by the Town Utility Superintendent or town designated representative.





Town of Huntertown - 2024

15617 Lima Road * PO Box 95 * Huntertown, IN 46748 Phone (260)637-5058 * <u>www.huntertown.org</u> * Fax (260)637-5891

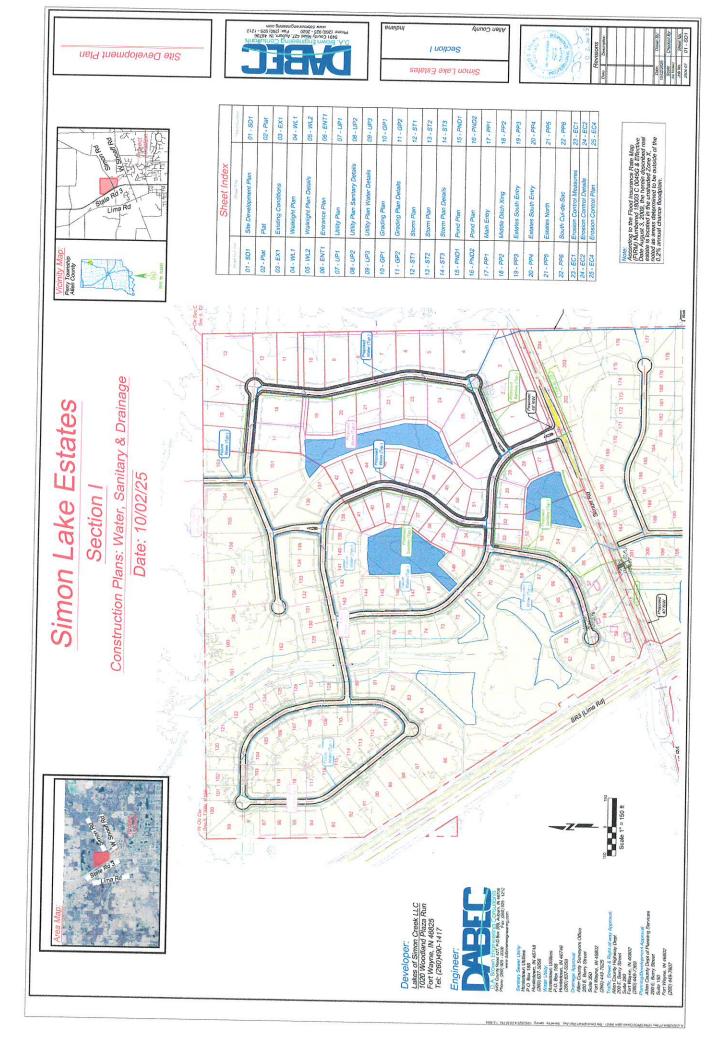
HUNTERTOWN APPLICATION FOR NEW WATER AND SEWER SERVICES

All requests for new water and sewer service shall be made to the Huntertown Utility Service Board for their approval before any connections can be made to Huntertown Utilities. Any application for new water and sewer services must be submitted at least 30 days before the next . scheduled USB meeting in order to be considered. Huntertown reserves the right to make exceptions to this policy as needed. This form shall be or

entirety, signed by the proper	ty owner, and presented to
Huntertown for placement on	the agenda for the next
available meeting of the USB	for their consideration and
approval.	
Request For:	
New Water / Sewer	
Water Main Extension	
Sewer Main Extension	on
Property Owner Information	on:
Name: Lakes of Simon Cre	ek, LLC
Address: 1020 Woodland Pl	aza Run
Phone: Fort Wayne IN 468	325
E-mail: <u>KHartman@gra</u> i	niteridgebuilders.com
Developer / Responsible Pa	rty:
Company: <u>Lakes of Simon</u>	
Contact Person: _Kathleen H	artman
Address: 1020 Woodland P	laza Run
Phone: <u>260-490-1417</u>	
E-mail: <u>kHartman@grai</u>	niteridgebuilders.com_
Engineer Information:	
Company: D. A. Brown Eng	ineering Consultants
Contact Person: <u>David Brown</u>	wn. PE
Address: 5491 County Road 42	7. Auburn, IN 46706
Phone: (260) 925-2020	
e-mail: <u>davidb@dabrown</u> e	engineering.com
Single Lot / Service:	
Number of Bedroom	ıs.
	W. W
Number of Bathroon	
Number of Bathroor Existing Well?	Y/N

Property Owner / Development Name:
Simon Lake Estates – Section i
Location / Address: East of the intersection of Simon Road and Lima Road Number of Sewer Connections: 51 Number of Water Connections: 51 March 9 29 2025 Property Owner Signature Date
Purpose of Request: (Attach additional pages if needed)
APPROVALS
Utility Service Board Conditional Approval of Service. ¹
Signature Date
Utilities Representative Technical Review Approval
Signature Date
GENERAL APPLICATION PROCEDURES:
 Preliminary Meeting with Town Representative: a. Applicant requests service / fills out the application at Town Hall.

¹ Technical review and approval required by the Town Utility Superintendent or town designated representative.







October 23, 2025

David Brown, PE
D. A. Brown Engineering Consultants
5491 County Road 427
Auburn, IN 46706

RE: Simon Lake Estates, Section 1
Water and Sewer Utility Review - 51 Lots
Plans Submitted 10/3/2025

[] Approved [] Approved as Noted [X] Revise and Resubmit

At the Request of the Town of Huntertown, our office has completed a review of the water and sewer utilities proposed for the above referenced project. Modifications to the plans are needed to comply with "the Town of Huntertown Standards and Specifications" as amended on August 7, 2023 and Title 327 of the Indiana Administrative Code, Articles 3 and 8 for the proposed water and sewer main construction. Please address all comments and resubmit to our office at your earliest convenience. An electronic submittal is acceptable.

GENERAL COMMENTS / DESIGN REVIEW

- Town Council approval required for water and sewer service outside the Corporate Limits of Huntertown.
 Additionally, prior to review approval, submit a petition for voluntary annexation. If the parcel does not meet
 minimum requirements for annexation, special consideration is required by the Council to advance the
 application. Final Secondary plat approval will not be signed until the voluntary annexation is complete.
- 2. The conditional USB approval of 51 Lots will be reserved for 2 years to start construction.
- 3. Execute a special contract between the Developer and the Town for this subdivision.
- 4. Provide the routing form from the Allen County Department of Planning Services.
- 5. For Town Capacity Certification signature, update and resubmit IDEM Application for Sanitary Sewer Construction Permit:
 - a. Page 2 of 6, "Force Main Pipe and Low Pressure Sewer":
 - i. Check the "Applicable" box.
 - ii. Installation method should be Directional Drill in lieu of Open Cut.
 - b. Page 3 of 6, "Lift Station", Correct item #5 to include pump rate and TDH.
- 6. Applicant needs to provide written confirmation from IDEM for reciept of their NOI water application submission.
- 7. Secondary Plat: Provide plat signing area for Town Council and Clerk Treasurer. Consult Town manager for list of names.
- 8. It is noted that the offsite lift station, force main, sanitary sewer and water infrastructure (under separate application) are required to be constructed to serve this development.





- 9. During as-built drawings submittal, provide utility easements documentation outside the Secondary Plat for all offsite lift station, force main, sanitary sewer and water infrastructure with exhibits for review.
- 10. Sheet 07-UP1: Label Andrews Branch 1 Regulated Drainage Easement and boundary limits.
- 11. Provide Allen County Drainage Board approvals and consent for construction of utilities infrastructure and lift station within the Andrews Branch 1 Regulated Drainage Easement. In addition, provide the recorded document number for this acceptance on the final Secondary Plat.
- 12. Sheet 07-UP1: Does the Town want any additional utility easements or utility extensions for future water or sanitary sewer utilities to the east and north adjoiners?

WATER DISTRIBUTION SYSTEM

- Provide hydraulic calculations for proposed water main extension for peak domestic demand plus a minimum hydrant flow rate of 1,000 gpm. Provide calculations of water demand and water main flow rate and pressure calculations.
- Sheet 07-UP1: The Town is requiring their standard Marking Posts be installed at each valve location on the
 offsite water main for utility location and access to continuity locating wires. Label all proposed Marking Post
 locations.
- 3. Sheets 07-UP1; 17-PP1; 18-PP2 and 22-PP6: Add one stick of pipe and blow off at valve near Lot 34 for the termination of Section 1.
- 4. Sheets 07-UP1 and 19-PP3: Per Town Standards and 327 IAC 8-32-9(a),(b), (e) for Lots 2 and 3 provide minimum 8' between each water service and sanitary structure.
- 5. Sheets 07-UP1; 19-PP3 and 20-PP4: Relocate water service tap for Lot 19 from Common Area to within the Lot.
- 6. Sheet 09-UP3: Provide Huntertown Standard Drawing detail STR-01 Asphalt Roadway Patch.
- 7. Sheet 19-PP3, Profile View: Show and label proposed storm sewer near station 5+40 which may require 18" minimum separation.

SANITARY SEWER SYSTEM

- Sheets 07-UP1 and 18-PP2: Per Town Standards relocate proposed fire hydrant at Lots 46 and 47 to be located near property line and provide 10' clearance from each sanitary service to relocated fire hydrant for Lots 46 and 47.
- 2. Sheets 07-UP1; 18-PP2; 19-PP3 and 20-PP4: Per Town Standards provide minimum 7' clearance from all proposed utility sanitary sewer mains to any easement line at Lots 20; 21 and 39.
- 3. Sheets 07-UP1; 20-PP4 and 21-PP5:
 - Per Town Standards for Lots 13 and 14, Sanitary Sewer Utility Plan Notes state install cleanout at a change of direction for each sanitary service tap.
 - b. Per Town Standards SAN Str A16 manhole rim shall be minimum 4" above street centerline elevation.
 - c. Please clarify San Main 15A referencing 0.39% slope, which minimum slope should be 0.40%. Adjust San Str A16 proposed invert elevations as required.
- 4. Sheet 08-UP2: Provide Huntertown Standard Drawing detail STR-01 Asphalt Roadway Patch.





5. Sheet 17-PP1:

- Provide dedicated utility easement for the sanitary sewer main along the south R/W of Simon Road, easement should extend to the east property line of the proposed development.
- Show proposed final grading plan and indicate max WSE of the adjacent wetlands. 11.

REQUIREMENTS FOR CONSTRUCTION RELEASE

- 1. Provide two sets of final plans that incorporate all comments, along with an electronic submittal of the same.
- 2. IDEM acknowledgement of the water Notice of Intent submission.
- 3. IDEM approval of the Sanitary Sewer Construction Permit.
- 4. Sanitary sewer service outside the corporate limits will require a resolution approved by the Town Council.
- 5. Contact the Town of Huntertown before the start of any construction to discuss testing, inspections, use of water, and construction schedule.
- 6. Developer is responsible for repairs to any Town maintained street which is damaged as a result of construction practices relating to this project.
- 7. Applicant shall submit to the Town the Contractor's construction cost and construction schedule for the proposed improvements based on the final approved document set. Huntertown will assess a construction inspection fee that will be paid up front before construction begins and will be calculated from the provided cost and schedule. The assessed fee will cover all expenses to the applicant for construction inspection of water and sewer utilities by the Town with the exception of the following circumstances: work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule. The cost for additional inspection services listed above shall be paid prior to acceptance of the utilities and signing of the final secondary plat.
- 8. Payment of the Town's Water System Development Charge is due prior to the start of construction.
- 9. Payment of any fees or charges required by ordinance.
- 10. Payment of the Town's Sewage Area Connection Fee.
- 11. Payment of the Town's NE Force Main Special Area Connection Fee.

REQUIREMENTS FOR ACCEPTANCE OF UTILITIES / SECONDARY PLAT APPROVAL¹

1. After satisfactory completion of the Work, the Developer and his Engineer shall furnish to the Owner and their Engineer for review the final Secondary Plat for Town signatures AND one set of certified As-Built Record Drawings with the CAD plan for incorporation into the Town's GIS mapping system. As-built record drawings shall show all changes from the original design and include the location of all water mains, hydrants, valves, sewers, manholes with invert elevations, water and sewer tap services, field tiles, utility lines, etc. per the Town Specifications.

¹ Acceptance of Utilities is governed by the Huntertown Utility Service Board and the Huntertown Town Council. Please contact the Town Manager for further details.





- 2. Provide a copy of the final signed and recorded Secondary Plat for the Development to the Town and ERI.
- 3. 10% Maintenance Bond of water/sanitary sewer construction costs for one year from the date of acceptance of the final Secondary Plat. Bond and construction costs to be coordinated with the Town by Developer.
- 4. 3-year Street Maintenance Bond of construction costs required upon recordation of final Secondary Plat. Bond and construction costs and required pavement cores locations to be coordinated with the Town by Developer.
- 5. Payment of additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.
- 6. Evidence of payment of any developer reimbursement fees.
- 7. Final Inspections by Huntertown.
- 8. Passing test reports for all water and sewer infrastructure.
- 9. The applicant is responsible to cover all expenses to turn on valves, to locate utilities called in from 811 and to maintenance the water and sewer utility until the Town accepts the infrastructure into their utility
- 10. Payment of water and sewer tap, connection, and special assessment fees by the Builder (due prior to the final lateral connection of each lot).
- 11. Payment of the Town's sewage Area Connection Fee (due prior to the final lateral connection of each lot).
- 12. All utility easements shall be assigned to the Town for utilities not included in a recorded Secondary Plat.
- 13. Documentation of all easements covering the water and sewer main extensions outside the Secondary Plat.

Please note that final approval through this office does not constitute a permit, which can only be issued by

Sincerely,

Derek Frederickson, P.E.

Review Engineer

Cc: Hannah Walker, Huntertown Town Manager

Gabe Brindle, Distribution Supt./Water Plant Operator

SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND WATER MAINS IN – WEST BROOK ESTATES – RESIDENTIAL SUBDIVISION

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND WATER MAINS ("Special Contract"), executed as of this _____ day of November, 2025 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which operates the HUNTERTOWN SANITARY SEWER UTILITY and the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal sewer and water utility, and CASPIAN DEVELOPMENT, LLC., IT'S AFFILIATES AND ASSIGNS, hereinafter ("Developer"),

WITNESSETH:

WHEREAS, Developer has under contract the right to purchase, owns or controls real estate in or contiguous to the municipal boundaries of Huntertown, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate");

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as West Brook Estates (the "Development") within which there will be a residential subdivision ("New Subdivision") platted consisting of fifteen (15) lots;

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory ("SST") AND an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sanitary sewage disposal service and water service to the area in which the New Subdivision will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal and water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the New Subdivision is to be located, the substantial development proposed by the Developer requiring an extensive distribution and collection system, and the fact that heretofore no sanitary sewage disposal and water distribution facilities or services in said area have existed), and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 8.5-4-39 and 170 IAC 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's SST and WST is experiencing extremely rapid growth, creating demand for the extension of sanitary sewage disposal and water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its SST and WST and is willing to allow Developer to construct extensions of the Utility's sanitary sewer and water distribution mains by private contractors approved by the Utility; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to create additional capacity beyond what is needed for the Development.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal and water distribution facilities sufficient to satisfy the projected future demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the rules and Town's Standards and Specifications. The Utility hereby agrees to allow the extension of sanitary sewage disposal and water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the lots specified herein.

2. Construction of the Development Collection and Distribution Systems.

- a. <u>Local Collection and Distribution System: Plans and Specifications.</u> Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary and water mains and facilities within the New Subdivision (the "Local Systems") to be shown on the construction plans for the Local Systems (the "Local Plans"). The Local Systems shall consist of interceptor, sewer and water mains, main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal and water distribution services to the Development in accordance with the Town's Standards and Specifications. The parties agree that the Local Plans shall be prepared at the Developer's expense by a licensed engineering firm by an engineering firm approved by the Utility prior to construction of the Local System.
- b. The parties acknowledge that the New Subdivision is part of the Development, and therefore the Local Systems may be constructed in phases. In accordance with the Town's Development Ordinance, and the Commission's main extension rules 170 IAC 8.5-4-28(b) and 170 IAC 6-1.5-29(b), the Local Systems shall be constructed to comply with the Commission's

main extension rules above referenced for each particular phase. The Local Plans for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local Systems. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.

- c. <u>Compliance with Plans and Specifications</u>. The Developer agrees to design, construct, install the Local System in accordance with the Town's Standard's and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's SST and WST, all as may be amended from time to time, and with the Local Plans. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications, as last amended, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plans for the Local System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local System, or any part thereof, and comply with Title 327 of Indian Administrative Code, Article 3 and 8 for the purposed main extensions.
- d. <u>Technical Review.</u> Construction shall not be commenced on the Local Collection and Distribution System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel of the plans for sanitary sewer and water utilities proposed by Developer for the Local Collection and Distribution System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Articles 3 and 8 for the proposed sanitary sewer and water main extensions.
 - 3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release.
 - 4. Inspection Fees. Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed sewer main and water main extensions to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, as last amended. Developer shall provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Local System or phase thereof, to allow

- the Utility to determine any additional inspection fees due and to properly account for the cost of the Local System.
- 5. Maintenance Bond. Upon substantial completion of construction of the sewer main extension and/or the water main extension, which are component parts of the Local System, and approval and signing of the Secondary Plat by the Town Council, the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System, or the respective phase thereof. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System or the respective phase thereof. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance, of the Local System or the respective phase thereof. Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System or the respective phase thereof, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System or any respective phase or any portions thereof, Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Developer's Contractor is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefor reimbursed to Utility by Developer.
- 6. Requirements for Acceptance / Secondary Plat Approval. As a condition of acceptance of the Local System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
 - a. Demonstrate satisfactory completion of the Development Collection System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
 - b. Provide a copy of the final plat for the Development showing property lines, right-of-way and easements.
 - c. Provide a Maintenance Bond as specified in section 5 hereof.
 - d. Pay additional construction inspection fees according to Huntertown Ordinance 12 003 due to work performed on weekends or holidays, reconstruction of facilities that

are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.

- e. Secure a written confirmation of satisfactory Final Inspections by Huntertown, which Huntertown shall provide within a reasonable time.
- f. Provide written confirmation of passing test reports for all sewer & water infrastructure.
- 7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System or any respective phase thereof, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.
- 8. Connection Fees and Charges. Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and non-recurring special area connection charges or fees for each new sewer connection as applicable.
- 9. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18 and 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any sanitary sewer or water mains and facilities connected with the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.
- 10. <u>Developer Warranties</u>. The Developer does hereby warrant that as of the date of this Special Contract:
 - a. Caspian Development, LLC., is a Domestic For-Profit Limited Liability Company organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Sanitary Sewer and Water Mains and Facilities.
 - b. Saeed ("Sam") Etemadi, its duly authorized Member, has the requisite legal capacity and authority to execute this Special Contract on behalf of Caspian Development, LLC.
 - c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of Caspian Development, LLC with respect to the performance of all actions required under this Special Contract; and
 - d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law,

regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.

- 11. <u>Default by Developer</u>. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:
 - a. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
 - b. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to sanitary sewage disposal and water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;
 - c. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
 - d. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
 - e. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- e. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- f. Withhold its own performance hereunder, including, without limitation, ceasing any construction of sewer plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of sanitary sewage disposal service to the Developer's Development;

- g. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and,
- h. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.
- 12. Indemnification. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification herein provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damages, claims, liens or liabilities or any action or proceeding brought thereon.
- 13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.
- 14. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:
Huntertown Utility Service Board
c/o Huntertown Town Manager
Huntertown Town Hall
15617 Lima Road
Huntertown, IN 46748

Developer: Caspian Development LLC. c/o Sam Etemadi 7676 East Lakewood Drive - 92 Roanoke, IN 46783

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

- 15. Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.
- 16. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed

as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

- 17. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.
- 18. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN, UTILITY SERVICE BOARD	CASPIAN DEVELOPMENT, LLC
By: Tony Ramey, President	By:
By: Dan Roy, Member	its Duly Authorized Member
Ву:	
Mike Stamets, Member	
msert legal description for west brook Estates	

DUNTON ROAD MAIN EXTENSION ACTUAL CONSTRUCTION COST

August 2025 Estimate			
Town		\$19,200	~22.5% of total cost
Property Owners		\$66,200	~77.5% of total cost
	TOTAL:	\$85,400	
	15114 Dunton Rd	\$18.000	27.19% of cost share

 15114 Dunton Rd
 \$18,000
 27.19% of cost share

 15139 Dunton Rd
 \$7,550
 11.405% of cost share

 15137 Dunton Rd
 \$7,550
 11.405% of cost share

 TBD Dunton Rd
 \$33,100
 50% of cost share

October 2025 Actual Construction Cost		
Water Main Installation	\$85,400	
Additional Asphalt & Stones	\$1,350	
Additional Labor	\$1,500	

TOTAL:

\$88,250

Approved Work

\$85,400

Overages:

\$2,850

Overage Cost Share			
Town	\$641.25	~22.5% of total cost	
Property Owners	\$2,208.75	~77.5%	

TOTAL \$2,850.00

 15114 Dunton Rd
 \$600.55
 27.19% of cost share

 15139 Dunton Rd
 \$251.91
 11.405% of cost share

 15137 Dunton Rd
 \$251.91
 11.405% of cost share

 TBD Dunton Rd
 \$1,104.38
 50% of cost share

Schmucker's Custom Brush Hogging & Dirt Work LLC 10307 N STATE LINE RD WOODBURN, IN 46797 US

Invoice 3175



BILL TO Town Of Huntertown 15617 Lima Rd Huntertown, IN 46748

DATE 10/11/2025

PLEASE PAY \$88,250.00

DUE DATE 11/08/2025

DATE	ACTIVITY	DESCRIPTION	QT	Y RATE	AMOUNT
		Dunton Rd 6" Water Main Install			
	Labor	Cut Open Dunton and Gump Rd Intersection and Tapped into 12" Water Main [EJP Live Tap], Bored in 550' of 6" C900 sertaloc pipe and installed Fire Hydrant at the end. Chlorinated & Flushed Line. Pressure Tested Repaired Road		1 85,400.00	85,400.00
		Extras Due to Soil Conditions and Utility conflicts			
		Had to cut more asphalt out 3 times because it kept caving in from under the road, [due to bad soil conditions]. Trench in road for the Water Main was 3ft deeper then on print due to maintaining proper separation under the 6" & 8" Gas Mains using alot more material and labor to backfill & compact back in layer by layer.			
		When boring in 6" water main the pressure from the boring machine at 7ft deep found a week spot in the soil and pushed up and raised a big section of road up at least 12",,,Had to cut and dig out section and repave			
	Parts	Extra Asphalt & Stones	1	1 350 00	4.050.0-
	Labor	ある。 make and each co-470 はこうはらいできた。	1	1,350.00	1,350.00

TOTAL DUE

\$88,250.00

THANK YOU.

Contractor's A	pplicatio	n for Payme	nt			
Owner:		f Huntertow		Own	er's Project No.:	
Engineer:	Enginee	ring Resourc	es, Inc.		neer's Project No.:	5678
Contractor:		r Constructio		Cont	ractor's Project No.	
Project:	Huntert	own Wastev	vater Treatment Pla	nt Expansio	n: Phase 3	
Contract:	Huntert	own Wastev	/ater Treatment Pla	nt Expansio	n: Phase 3	
Application	No.:	03		tion Date:	10/29/2025	
Application	Period:	From	10/1/2025	to	10/31/2025	<u> </u>
1. Orig	ginal Cont	ract Price				
P. Comments of the comment of the co		y Change Or	ders			14,055,300,00
			ne 1 + Line 2)			44.055.400.00
4. Tota	al Work co	ompleted an	d materials stored t	o date		14,055,300.00
(Sur	n of Colu	mn G Lump 9	Sum Total and Colur	nn J Unit Pri	lce Total)	1,970,916,47
5. Reta	ainage	Anticont Commence			(Control of the Control of the Contr	4)07,07040,47
a,	5%	X \$ 1,7	59,626.40 Work Co	mpleted =	\$ 87.9	81.32
b.	5%	X \$ - 2	11,290,07 Stored N	/laterials =	The state of the s	64:50
c.	Total Ret	ainage (Line	5.a + Line 5.b)		<u> </u>	98,545.82
6. Amo	ount eligik	ole to date (L	ine 4 - Line 5.c)		Ţş	1,872,370,65
7. Less	previous	payments (L	ine 6 from prior ap	olication)	\$	1,275,641.42
		his applicati			Ę	596,729.23
9. Bala	nce to fin	ish, includin	g retainage (Line 3 -	Line 4 + Lin	e 5.c) §	12,182,929.85
Contractor's						
(1) All previous	o Contract	tor certifies, to	the best of its know	edge, the fol	lowing:	
applied on acco	unt to disc	ayments rece charge Contro	lived from Owner on a	ccount of W	ork done under the C	Contract have been
by prior Applica	itions for P	ayment;	ctor's legitimate oblig	ations incurr	ed in connection with	n the Work covered
(2) Title to all W	ork, mate	rials and equi	pment incorporated in	n said Work.	or otherwise listed in	or covered by this
Application for	гаушет, ч	will pass to O\	vner at time of pavm <i>i</i>	ent free and A	clear of all liand, come	affers Implementation in the cl
liens, security in	avcaht ant	m as are cove	red by a bond accept:	able to Owne	er indemnifying Owne	r against any such
(3) All the Work	covered h	encumprance v this Annlica	s); and tion for Payment is in		. Sife sit	
defective.) and chapter	ator for mayine in 15 fir	accordance v	with the Contract Do	cuments and is not
······································	***************************************		***************************************	-		
Contractor:	R. Yoder C	enstruction,	Inc.			
Signature:	,				Date:	10/29/2025
Recommended	by Engir	neer		Approved b		
Ву:			g.	Ву:	•	
Title:	**************************************	(************************************	A STATE OF THE PERSON OF THE P	 Гitle:		***************************************
Date:	· · · · · · · · · · · · · · · · · · ·					
Approved by F	unding A	gency	the ninger and the support to the su	Date:		
Ву:		-	ſ	Ву;		
Title:				itle:	**************************************	
Date:				ate:	The first section of the section of	

Control of the contro						Observation of the second	The state of the s	on for Pay
R. Yoder Construction, Inc. Huntertown Wastewater Treatment Plant Expansion: Phase 3 Huntertown Wastewater Treatment Plant Expansion: Phase 3	ent Plant Expansion: Phase 3 ent Plant Expansion: Phase 3					wheels Project No.: Engineer's Project No.: Contractor's Project No.:	, , , , , , , , , , , , , , , , , , ,	5678 2515C001
Application No.: 03	Application Period:	From	10/01/25	100	10/31/25		Application Date:	TO/CONT
			D. Work Tom	É É	1	9	Н	
Pare		Scheduled Value		Period	Marerials Currently Stored (not in B.or Ff	Work Completed and Materials Stored to Date	-	Balante-to Finish (
2.00		(5)	Grieinal Contract	(\$)	(\$)	(5)	value (6./ C) (%)	(S)
DAA & CH. C.								
Wohill Pation 12 Vices		366,956.25	61,159.35	20.386.00				
Submittals		33,071,70	33,071.70			81,545,35	22%	285,410,90
Permits	2011年 2月1日 日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日	\$5,327.70	35,885.12	4,610.65		33,07,170	180%	
Temp Utilities (Hear & Electricity)		13,597.70	13,597.70			12 507 70	75%	13,831,93
Templence		25,838,50					%C 20	
Field Office		20,274,50	5,922.83	4,300.00		10.222.83	₩ 30°5	25,838.50
Temp Services (Porta John, Dumpsters, Signage)	Hers Signage)	00,000	5,652.94	1,471.92		7,124,86	195 K	THYON BY
Material Testing		77,005,10	600.51	13,627.00		14.227.51	900	45,751,54
Construction Staking		55,304.25	358.87	2,843,21		3 207 08	8 8	45.883.C
Daily Cleaning Labor & Material	SCORE THE STREET	DE 000 90		8,252.80		8 252 80	07	90,107.E
Final Cleaning & Labor		30,044,88		700.00		700.00	78.8	50,413,30
Insurance & Bonding		00000000000000000000000000000000000000					- 18°C	67.044.00
Demobilization		22 mm 20	108,321.14			108,321.14	36 GCT	OC:DIVE
Selective Demolition		Orth Mich		100 C C C C C C C C C C C C C C C C C C			1960	07 170 FB
Above Ground Video Survey		13.714.5m	SA VAP DE					
Clean Existing Aerated Sludge Holding Tanks	ing Tanks	230 138 17	00 417 01			13,214,50	2600 To 1000%	
Collection Box Demo Labor & Material	ria	11,128.00					960 (1) (1) (1)	230,138.1
AAAAHTATA KA						26 TO 100	1%0	11,128.00
Fred (Serifore 1965)	A	17,248.40	17,248.40		A STATE OF THE PARTY OF THE PAR			
Final Clarifiers Material		314,922,40				17,548,40	100%	
Final Clarifiers Rebar Package		196,854.32					%0	914,922.40
Aeroted Sludge Holding Base Slah Lahor		72,220,72					3 6	196,854,32
Aerated Sludge Holding Rasa Clab Mades	ichalo	360,547.20	11,128.00	169,145,60		180 pro en	80	72,220,72
Aerated Studge Holding Walleway Material	Applied Applied	184,279.68	27,820.00	64,319.84		00.00.00.00.00.00.00.00.00.00.00.00.00.	50%	180,273.60
Aerated Sludge Holding Walkway labor	hor	280,982.00	11,128.00			11.128.00	8 9	92,139,84
Aerated Sludge Holding Wall & Walk Material	Material	35/75/40			99		87 t	205,854,00
Aerated Sludge Holding Rebar Package		2-3,8,16,88		11,128,00		11.128.00	80	35,722,40
Aerated Sludge Equipment Building Labor	Labor	5U2,37U,52	55,640.00	111,280.00	135,650,32	302,570.32	100%	227,078,68
Aerated Sludge Equipment Building Material	Material	45.101.20		48,895,40		40,895.40	X05	AD 905 AD
Collection Box Labor & Material		45 705 00 1	***************************************	23,090,60		23,090.60	20%	UB 080 87
Preliminary Treatment Improvements Labor & Material	5 Jabor & Waterial	45,730.08 10,051.44		3			86	45 736 08
Site Improvements Labor & Material	E COUNTY TO A COUN	##/EC2/61						OWNERS
					5.7	· · · · · · · · · · · · · · · · · · ·		

EICDC G-620 Contractor's Application for Payment fc) 2018 National Society of Professional Engineers for EICDC, All rights reserved, William of the state of the sta

	1.	Engineering Resources, Inc. R. Yoder Construction, Inc. Huntertown Wastewater Treatment Plant Expansion: Phase 3 Huntertown Wastewater Treatment Plant Expansion: Phase 3	i Plant Expansion: Phase 3 (Plant Expansion: Phase 3					Owner's Project No.: Engineer's Project No.: Contractor's Project No.	oct.No.: 5678 Yoft.No.: 5678 Yofet.No.: 3515COM	5578 2515C001
Material International Particles Co. 17	z	93	Application Period:		10/01/25		10/31/25	9	Application Date	
Methods March Ma	é			Scheduled Value [5]	E COMP	Perrod	Materials Corrently Stored (not in D.or El	100	% of Scheduled Value (G./.C)	Balance to Em
Marie Reference Neutral 19,8,717-9 8,407-74 8,407-74 9,000	1	Bick Labor & Material					3	(5)	(%)	(\$)
Market Enders that waters		Metals		165,871,79	100 mg					
Microbia Patients Buth Pat	1	Metal Fabrications Waterial		159 275 04			a 美国的人员 是 / 100 · 24	经验的		
Property Streeting Stree		Hatch Covers Material		8,407.74	S. A.C. 7.K					
Number Strategies, and Soffier Labor Strategies and Soffier Labor Strategies and Soffier Labor Strategies and Soffier Labor Strategies	3112	Wood & Plastic Line College College			#12.0045		\$ 12 Sec. 10 S	8,407,74	¥00T	
Pour Carperty, Sheatting, Stop Educated Roof Trasses 44,372.02 Pour Carperty, Sheatting, Stop Educated Roof Trasses 44,372.02 Pour Section Research Carbon Research Research Carbon Research Research Carbon Research Research Carbon Research Resea	06A	Meather Barriers, Shrathing, Shup Fa Weather Barriers, Shingles, and Soffit	bricated Roof Trusses, S-Labor	148,763,56						
13,640.92 13,93.82 11,592.26 12,453.36 1,112.80	98 E	Rough Carpentry, Sheathing, Shop Fa Weather Barriers, Shingles, and Sofffe.	birated Roof Trusses; s-Material	44,372,62						
Variety Extensional Insulation Labor & 19,600.22 Constitute Relating Plannal Insulation Labor & 19,600.22 Constitute Relating Material 11,539.26 Constitute Relating Plannal Insulation Labor & Material 11,539.26 Constitute Relating Plannal Relating Relating Plannal Relating Relating Plannal Relatin	5	St. John Carlotter Carlott				OTHER DESIGNATION OF THE PERSON OF THE PERSO	(ACCESSED NO SECONDARY OF THE PARTY OF THE P			
Openings Copenings Assertial Asser		Waterial	nsulation Labor &	19,640.92						
11.59a.26 15.773.94 15.773.94 15.773.94 17.883.96 17.12.80 4,72.86.4 17.12.80 4,773.09 17.12.80		Surrei & Downsport Labor & Materia		3,293.89					2	19,640
Aluminum Flush Dones Labor COATE 81 Aluminum Flush Dones Labor COATE 81 Aluminum Flush Dones Material COATE 82 Aluminum Flush Dones Material COATE 82		Openings Committee		11,594.26					80	3,79
11,712.80 1,2463.50 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0 1,128.0		Aluminum Flush Doors Labor	THE THE THE PROPERTY OF THE PR	AND THE PROPERTY OF			A CONTRACTOR OF THE PARTY OF TH		\$ T	12,594
1,12,80 1,11	1	Aluminum Flush Doors Waterial		15,774,94					038	10,415
1,858.75 1,858.75 1,185.13 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80	080	Sectional Doors Labor		12,463.86					1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	45,73
1,1055.13 1,112.80 4,228.64 6,565.52 5,230.16 890.24 890.24 1,112.80 1,112.80 1,112.80 1,112.80		Sectional Doors Material		1,858,75					% C	12,463
1,112.80 1,112.80 1,00% 4,228.64 1,112.80 1,00% 6,285.52 0,0% 890.24 0,0% 4,173.00 0,0% 1,669.20 0,0% 1,112.80 0,0% 1,142.80 0,0% 1,142.80 0,0%		Finishes		11,085,13		The last of the la				1,858
4,228.54 6,265.52 5,230.16 890.24 890.24 1,569.20 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80		Cypsum Board Submittals		1,112.80	1112.80			S CONTRACTOR SECURIOR		
5,230.16 890.24 890.24 1,569.20 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80 1,112.80		Girson base 12		4,228.64				1,112.80	100 E	
\$23016 890.24 \$4.75309 \$1.059.20 \$1.172.80		CVDSIIIn Board Frisching Labor	*****	6,565.52					%0	4,228
890.24 4.173.00 2.003.04 1.15.50 1.112.50		Cypsum Board Frishme Material		5,230:16					86 i	6.565
4.1.12.80 1.112.80 1.112.80		Aerated Sludge Equipment Building Par	Things I show the second	890,24					5 8	5,230
1,669.20 1,112.80 1,114.50		Aerated Studge Building Painting Mater	ial and	4,173.00					8 8	088
1.112.80 (9%)	1	Resilient Base and Accessories Labor		1,660.304			漢	· 通知 · 经 · 经 · 经 · 经 · 经 · 经 · 经 · 经 · 经 ·	%0	2002
	18	Resident Base and Accessories Material					indi j		30	1,669
		Collection Box & Influent Diversion Strut Performance Coastner Chic. 9 Notes	cture Painting & High	ř					% 0	1,112

Engineer	Engineering Resources, Inc. R. Yodel Censtruction, Inc.				No. of the last of	Owner's Project No.: Engineer's Project No.:	contractor's Application for Payment ct No.:	ion for Paym
Project: Contract:		so en				Contractor's Project No.	ect No.:	25156001
Application No.:		d: Fram	10/01/25	.09.	10/31/25			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		2	Working	E	j.	9	Application Date:	10/02/25
			1	Elekti M	Materials Currently		5	
Item No.	Description	Walue		pos	Stored (not in Dar E)	Stored to Date	% of Scheduled	Balance to Finish (C
X60	Preliminary Treatment & Odor Control Painting & High	6	(5)	(\$)	(\$)	(\$)	(%)	(s)
	Oxidation Diffe Painting and United States	77724		*****			8	44513
B	& Material	47294	_	******				
100	Clarifier improvements Painting and High Performance						200	472.94
· · · · · · · · · · · · · · · · · · ·	Coduligs Labor & Material HAS/Was pS Painting & Little In-Ep	15,995,39		14/11996			% 0	15 995 39
Ogn	Material Carlo Material	7,995.58						
060	UV Improvements Painting & High Performance Coatings					No.	80	7,996.58
	Jabor & Material	534.14		#************************************			%0	RI RES
da B	& Material	1,869.50						
080	Effluent Pump Station Painting & High Performance Chatings		No.			20 12 12 13 15 15 15 15 15 15 15 15 15 15 15 15 15	X	1,869.50
4 U.F. 2 LESS (E.S.)	Labor & Material	934.75		(*******			260	2£ 000
 	Labor & Material	11,639,89						
560	Aeraled Sludge Equipment Building-Painting & High			****	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		%0	11,639.89
	Solitic Dringston Building St. 2007	20,48/.b&		voce^,	State of the		80	28.487.68
091	Coatings Labor & Material	6,832,59						
10% 10%	Specialities							6,832,59
77	Plumbing water (a)	389.48	389.48		STATES OF THE ST	CALL COCKET OF THE PERSON OF T		
22A	U/G Labor & Material					gh:coc	360	
228	Plumbing in Wall Rough In Labor & Material	20,080,40		****	4000		J.BC	
72C	Plumbing Overfread Rough in Labor & Material	24,873,08		27	50		70	20,143,020
220	Plumbing Final Labor & Material	01 20 00			āje)		2	C 564 00
23	Mechanical Countries of the second se	420,007,00			4.5		80	4C 282 DE
23A	Mobilization (T&T Mechanical & Plumbing)	556.40						
25.5	Min Split Labor & Waterja	18,027.36			100		ð	556.40
230	Flering Haston Letter Comments	18,962,11					88	18,027.36
ZHE	Technical English of Material	2,893,28					80	18,962.11
284	(loseculs	1,402.13					%	2,893,28
	である。このできないというから、このではないとは、またのになるです。このでは、このでは、このでは、このでは、このでは、このでは、このでは、このでは、	Control of the Contro			(A) (A)	The state of the s	このでは一日日日日日 日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日	Section of the Control of the Contro

Application No.: 03 Application Plane 3 Application No.: 03 Application Period: Application Period: Application Period: 2.6 Description 2.6. PMM & Site Foremen (Yager) 2.6. Permits 2.6. Permits 2.6. Permits 2.6. Subcontracted Excayation Labor & Equipment & Marterial 2.6. Subcontracted Eber Labor; Equipment & Marterial 2.6. Subcontracted Fiber Labor; Equipment & Marterial 2.6. Subcontracted Fiber Labor; Equipment & Marterial 2.6. Subcontracted Fiber Labor; Equipment & Marterial	From				Comhactor's Project No.	The state of the s	Z515C001
Description Electrical PM & Site Forenen (Yager) Temp Power & Lights Permits Mobilization (Yager) Subcontracted Excavation Labor & Equipment Subcontracted Fiber Labor Equipment & Material		10/01/25		10/31/25		Application Date:	10/02/25
Description Electrical Flectrical Fletcrical Flectrical Flectrical Fletcrical	3	a	E	ť	9		
Electrical Electrical PM & Site Foreman (Yager) Fund Power & Lights Permits Mobilization (Yager) Subcontracted Excavator Labor & Equipment Subcontracted Fiber Labor, Equipment & Marerial		Work Completed (D * E) From		Materials Currently	Work Completed and Materials		
Electrical PM & Site Foremen (Yager) Temp Power & Lights Fermits Wobilization (Yager) Subcontracted Excavation Labor & Equipment Subcontracted Fiber Labor, Equipment & Manerial Geaf Package	Scheduled Value	Previous Application	This Periba	Stored (not in D.or El		% of Scheduled Bal	Balance to Finish (C
PM & Ste Foreman (Yager) Family Power & Lights Fermits Möbilization (Yager) Subcontracted Excavation Labor & Equipment Subcontracted Fiber Labor, Equipment & Material	(2)	5	(\$)	(5)		(%)	55
Termits Permits Mobilization (Yager) Subcontracted Excavation Labor & Equipment Subcontracted Fiber Labor, Equipment & Marerial Gear Package	86,636,38	THE REPORT		100 mm m			
Perinits Mobilization (Yager) Subcontractied Excavation Labor & Equipment Subcontracted Fiber Labor, Equipment & Material Gear Pecicage	23 970 3x	16,324,39	14,178.60		32,502(99	37%	54,436,40
Mobilization (Yager) Subcontracted Excavation Labor & Equipment Subcontracted Fiber Labor Equipment & Material Gear Paciety	15,925.95	2		334	5,565,19	%EZ	F8,405 19
Subcontracted Excavation Labor & Equipment Subcontracted Fiber Labor, Equipment & Material Gear Package	26,478.63	8,330,87				860	15,925,95
Gear Peckage	35,761.61				(a) and (a)	31%	18,147,76
	83,367.19					S è	35,761.61
Lighting Package	123,231.03			8,888,33	8,888.33		25,307.II
Preliminary Treatment Facility Labor & Equipment	12 752 35					å	28.104.42
Preliminary Treatment Facility Material	7 42 695 B		394.00		394.00	3%	12,359,36
EQ lank Labor & Equipment	15,134.75			4,808.87	4,808,82	*11	38,887.05
EQ Tank Material	27.827.34			-		3 60	15,134,79
Oxidation Ditch Electrical Labor & Equipment	2 m (530)765.14			2,885.39	2,885.39	10%	24,941.95
Uxidation Ditch Electrical Material	N 27,827.34			3.885. 28	18 200 C	0%	30,765.14
Final Clarifier Electrical about & Equipment	51,949,51		319.29		319.34	10%	24,942.00
Plant Water Pump Station Lador & Frummant	115, 231, 11			13,479.19	43,479.19	3601	101 751 03
Plant Water Pump Station Material	90 208 01					760	23,069.01
Effluent Pump Station Labor & Equipment	29,019.15		1 × × × ×	1,923.61	1,923,61	10%	17,969.47
Effluent Pump Station Waterial	26.240.49		2 222 22		541.54		28,377.61
Solids Processing Building Labor & Equipment	23,069,01		CycCa, 24	E0.17.0	2,693.00	30T	23,547,49
Solids Processing Building Material	107/169,98			# F. S.		. 0%	23,069,01
Aerated Sludge Holding Equipment Building Labor &	C C C C C C C C C C C C C C C C C C C			47,502,74	12,502,74	12%	94,667,24
Equipment Asserted Sindre Halding Earling 12 12 12 12 12 12 12 12 12 12 12 12 12	80.430.04 10.430.04					Š	40,524,39
Aerated Slidge Hinding Tacket should Ender	115,104,25			13,464.47	13,464.47	47.8	401 63e 70
Aerated Studge Holding Tanks Majorial	45,581.11		1,777.47	24	477.47	28 m	43 902 GZ
Site Lighting Labor	22 250 01		44.4	12,502,74	12,502.74	12%	94,667,24
Site Lighting Material	70 COO CE.					350	22,260.01
Demobilization (Yager)	30 272 04			1,877.43	1,827.43	10%	17,272.22

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					Owner's Project No.	Currential S Application for Payment	n for Payr
Huntertown Wastewater Treatment Plant Expansion: Phase 3 Huntertown Wastewater Treatment Plant Expansion: Phase 3					Contractor's Project No.:		5678
Application Periods.	d: From	10/01/25	92	10/31/25			
	U	Distriction		F	9	Application Date:	10/02/25
	Scheduled kalue	(0+Ej From Previous Antitration	paga	Materials Currently Stored (not in D. or	Mork Completed and Materials Stored to Date	% of Scheduled	Palamo to English
S. Description	(5)	151	TRIS Period (S)	B	(0+E+F)	1005000	(9)
Mobilization Labor & Equipment (Kreager)	17 00a ffe					7	9
34pet (Stoth Labor & Equipment (Kreager)	21,272,28	1.27.65			2,597.27	20%	20207
Erson Control Ishar & En John	2,944.47				1,190,69	%9	20,081,59
Eroston Control Material	7,239.88	3,619,94	2.895.45			80	2,944,47
Site Cut & Fill Labor & Equipment	8,383,84	4,191.92	4,191.92		6,515,89	30%	723.99
Prep for Sidewalls Labor & Equipment	185,401.38	37,078.49			8,383.84	100%	
Prep for Sidewalks Material	8,482.87				3/,4/8/49	20%	148,322.89
Grade Site Lation & Material						%0	8,482.8
Topson Replacement Labor & Equipment	12,124.29					8 8	4,323.12
Aerated Sludge Holding Equipment Building Labor &	まつんまんうま					80	42,127,29
	12,378.79	6,189.39				8	10,349.04
Aerated Slugge Holding Equipment Building Material	7.858.50	or and C			6,189.39	20%	6,189.40
As Hard Studies Folding Tank Labor & Equipment	89,442,41	27. 25. A.A.			3,929.29	20%	2 Orto C
Final Oser, 31	119,910,88	20 BEE AA			44,721.20	808	C CT 108
Soot Cartification 4.2	158,365,53	64 185 77			59,955.44	208 E S S S S S S S S S S S S S S S S S S	FP 550 65
FRIEDRICO BOTTON BASINESS	97,977.59	48.988.79			69,182,77	20%	69.187.78
Influent Collection Box Marana	8,013.27				48,988.79	20%	48,988.80
	784.52					%0	8,013.7
	222,566,00	22,560.00	27,820.00		To describe	90	784.5
Rainmed Aggregate Piers Mobilization	382,480,00	208,650,00			ADJ SC OF	23%	172,180.00
Rammed Aggregate Piers Installation & Design	20,076,00	50,076,00			00-34-05 20-04-05	54%	180,830.00
Ratnifled Aggregate Piers Modulus Test	35.842.g	6,889.36		I	10000 a	18%	
Exterior improvements to grant the second se	X,542,40	8,902.40			OF COD &	100%	
Ype A.Pavement Labor & Equipment						30%	San San San
ype A Pavement Waterral	13,796,71						
Mili and Overlay Labor & Equipment	13,197.81			3			19,796.7.
Miliand Overlay Material	5,94235					80	13,197.81
Roadway Patching Labor & Equipment	3,961.57					9%0	5,942.3
Roadway Parching Material	5,975,74					0%	3,961.5
Chain Link Fence & Gates Laten & Warenal	3,983.82					S - 200 PM - 100 PM -	₹ 5,975.Tu
Turf and Grasses Fahor & Mariani	22,367,28					960	3,983.87
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ELCDC C 620 Contractor's Application for Payment (b) 2018 National Society of Professional Engineers for ELCDC. All rights reserved.

ion for Payment	10/02/25.		Balance to Fransh (C	(S)		9,941.76	29,961,03	333,84	46,454.95	89,805.19	509.487.59	72,395,43	126,642,20	34,164,07	84,807.60	15 823 27	32,465.23	41,602.03		44,512.00	43,176.64	06 050 06	140,546.64	19,362.72	20,030.40	2,916,00	4,00,08	07.363.40	できる。またいなる。
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	10/01/25	1	Premous Application [St																										re
	from		Scheduled yaine (5)		9,941.76	17 308 85	333.84	46,454.95	89,805,19	91,/33.67	72,395,43	126,642,20	34,164,07	84,807,60	15 832 37	33,465,23	41,602.03		44,512.00	24 406 90	96 030	140,546.64	19 36272	26,030.40	13,910.00	4,006.08	77 263 60	4.006.08	OF THE PERSON NAMED IN
Xpatrsion: Phase 3 Xpansion: Phase 3	Application Period:					SANCE AND														New County Agency No.	· · · · · · · · · · · · · · · · · · ·			STOCKED THE PROPERTY OF THE PR					
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Town of Huntertown Engineering Resources, Inc. B. Yoder Construction, Inc. Huntertown Wastewater Treatment Plant Expansion: Phase 3 Huntertown Wastewater Treatment Plant Expansion: Phase 3 Gis				Mantrole Labor & Engineers	Manhole Material	RAS/WAS Labor & Equipment	KAS/WAS/Material	Force Main Material	6"-24" Piping labor & Equipment	6"-24" Piping Waterial	Clarifier Promise Labor & Equipment	12" Air line Shor & Exchine act	12" Air Line Material	Storm Sewer Labor & Equipment	Storm Sewer Waterial	Waterine Labor & Equipment	Makeunile material	Design and Submittate	Orbal Drive VFD	Effluent Pump VFD	Decant Pump CP	ASH Blower VFD's	Studge Transfer Fram Son Commence Street	Decemblinstrumentation	EQ Basin Instrumentation	SCADA Programming	Checkout & Startup	Laining 10 10 10 10 10 10 10 10 10 10 10 10 10	Party services and a service a
Owner. Town of Huntertown Engineer: Engineering Resources, inc. Contractor: R. Yoder Construction, inc. Project: Huntertown Wastewater Tr. Huntertown Wastewater Tr. Application No.: (33	Α		Item No.				335			経済が変	331 (C)		為		33N Sto				406 Orb.			40E ASH		40H			100000		4000 PERSON

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Column C	Project: Contract:	Huntertown Wastewater Treatment Plant Expansion: Phase 3 Huntertown Wastewater Treatment Plant Expansion: Phase 3					Contractor's Project N	,	2515CO01
Content of the processor of the proces	cation No.: A	03 Application Perior		10/01/25	**	10/31/25		Application Date:	36760/01
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Contaction Date Internitive Internitiv	49C	Collection Box improvements Material	10.687.84					950	16,024.3
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		Demobilization (Waddox)	20,243,05					260	2 00 00
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Contractor: Project: Contract:	Engineering Resources, Inc. R. Yorker Construction, Inc. Huntertown Wastewater Treatment Plant Expansion: Phase 3 Huntertown Wastewater Treatment Plant Expansion: Phase 3	ent Plant Expansion: Phase 3 ent Plant Expansion: Phase 3					Contract Owner's Project No.: Engineer's Project No.: Contractor's Project No.:	tor's Applicat	ion for Payme 5678 2515CO01
Application No.:	03	Application Period:	From	10/01/25 D	2 4	16/31/25		Application Date:	50/05/23
ttem No.	Description		Scheduled Value	Work Completed (D+E) From Previous Application (This	Period	Materials Currently Stored (not in D.cr. El	Work Completed and Materials Stored to Date (D+E4.F)		Balance to Finish (C
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Column C		A JIMON CONTRACT	Secondary in Ball	ieni riani expansion; Phase 3					X			
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Yeger PA 3 26 GS 42 Principal Professional Professio	4045···		1	with principal principal principal	rager's container	tiri	10,912.82	2,185,52		***********		
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Northwest	Water Tower & Main Ext	tension - Allen Co	unty ARPA \$1,732,298
Landmark	⊥ Structures: Tower Proje	ct - \$866,149	
Pay App	Amount	Remainder	
1	\$640,615.02	\$225,533.98	
2	\$990,973.03	-\$765,439.05	
Fox Contra	⊥ ctors: Water Main Exter	ision: \$866,149	
Pay App	Amount	Remainder	
1	699104.02	167044.98	
2	157486.22	9558.76	
3			

Contractor's Application for Payment Owner: Town of Huntertown Owner's Project No.: 6184 Engineer: Engineering Resources Engineer's Project No.: 6184 Contractor: Landmark Structures Contractor's Project No.: 1871 1665 Harmon Rd Fort Worth, Texas 76177 Project: Town of Huntertown Northwest Water Tower & Main Extension Contract: 1871 Huntertown IN - 1.0 MG CET Prime Contract **Application No.:** 2 **Application Date:** 09/25/2025 **Application Period:** From 06/26/25 to 09/25/25 1. Original Contract Price \$6,375,000.20 2. Net change by Change Orders \$0.00 3. Current Contract Price (Line 1 + Line 2) \$6,375,000,20 4. Total completed and stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) \$1,717,461.11 5. Retainage a. 5.00% X \$1,717,461.11 Work Completed = \$85,873.06 b. 0.00% X \$0.00 Stored Material = \$0.00 c. Total Retainage (Line 5.a + Line 5.b) \$85,873.06 6. Amount eligible to date (Line 4 - Line 5.c) \$1,631,588.05 7. Less previous payments (Line 6 from prior application). \$640,615.02 8. Amount due this application \$990,973.03 9.Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) \$4,743,412.15 Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. Contractor: Landmark Structures I, L.P. Signature: Date: 10/7/2025 Recommended by Engineer Approved by Owner By: Ву: Title: itally signed by James R. Breckler Title: Date: Date: Approved by Funding Agency Ву: By: Title: Title: Date: Date:

Work	
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	J	itertown					OWIN	Owner's Project No.:				
Engineer:	er: Engineering Resources	Resources					Enair	Engineer's Project No.				
Contractor:	ctor: Landmark Structures	ructures					Conf	Confractor's Project No.		7204		
Project:	•	1871 Huntertown IN - 1.0 MG CET			E I			TOTAL STEEL MO.		18/1		
Contract	et:											
Applica	Application No.: 2	Application Period:	n Period:	From	06/26/25	to	09/25/25		Applica	Application Date:	79/25/2007	2005
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-	91.03.146 - 33 16 13 Engineering - Elevated Tank - Foundation / Basis	ring - Elevated	1.0		LS: \$134 800 00		The Work		(3)		ē	
~	01.04.146 - 33.16.13 Engineering - Elevated	ring - Elevated					00.1		\$0.00	\$134,800.00	100.00%	\$0.00
en en	01.05.146 - 33 16 13 Engineering - Elevated	ring - Elevated					1.00	9	\$0.00	\$118,500.00	100.00%	\$0.00
4	01.09.146 - 33 16 13 Commissioning & Startup	stoning & Startup	5. 0.1		\$30,200.00		0.80	\$78,5	\$0.00	\$78,560.00	80.00%	\$19,640.00
5	02.05.146 - 33 16 13 Tank Road / Laydown	ad / Laydown	1.0		6	99,300.00	0.00		\$0.00		%00.0	\$5,500.00
9	03.02.146 - 33 16 13 Deep Foundation - Ground Improvement	undation - Ground	1:0		**	↔	1.00	\$44,900.00	\$0.00		100.00%	\$0.00
2	03.03.146 - 33 16 13 Foundation - Excavation / Subgrade Improvement	on - Excavation /	1.0		LS \$75,000.00		1.00	\$75.000.00		00.002,201.00	100.00%	\$0.00
8	03.05.146 - 33 16 13 Foundation - Spread Foundation	on - Spread	1.0		LS \$228,300.00	\$228,300.00	1.00	\$228,300.00	00 0\$	00 000 8000	00000	90.00
. o	03.06.146 - 33 16 13 Foundation - Backfill Exterior	on - Backfill	1.0		LS \$43,800.00	\$43,800.00	1.00	\$43 800 00	9	0.000.00	200.007%	20.00
10	04.01.146 - 33.16.13 Concrete Pedestal - Lifts 1 / Crane / Scaffold	Pedestal - Lifts 1 /	1.0		LS \$246,000.00	(5)	1 00	\$246,000.00	00.00	949,800.00	700.00%	\$0.00
1-	04.02.146 - 33 16 13 Concrete Pedestal - Lifts 2-	Pedestal - Lifts 2-	2.0	EA	A \$160,200.00		2.00	\$320 400 00	D	\$246,000.00	100.00%	\$0.00
12	04.03.146 - 33 16 13 Concrete Pedestal - Remaining Lifts	Pedestal -	12.0	EA	A \$143,100.00	- 5-	00:0	\$0.00	80.00	80 00	700.00%	\$0.00
13	04.04.146 - 33 16 13 Concrete Pedestal - Tank Floor	Pedestal - Tank	1.0	ST	\$114,000.00	\$114,000.00	00:0	\$0.00	\$0.00	80.00	%0000	\$114,000.00
4	04.05.146 - 33 16 13 Backfill Interior	terior	1.0	SI	\$26,300.00	\$26,300.00	00:0	\$0.00	SO OS	00 08	7000	DO: DOO: 11.1.
15	04.06.146 - 33.16.13 Slab on Grade	rade	1.0	ST	\$ \$49,700.00	\$49,700.00	00.0	\$0.00	\$0.00	\$0.00	%00.0	\$49,700.00
16	Vo.V.1.140 - 33 to 13 Steel lank - Materials & Fabrication	< - Materials &	1.0	ST	\$515,500.00	\$515,500.00	0.32	\$163,249.51	\$0.00	\$163,249.51	31.67%	\$352,250.49
17	05.03.146 - 33 16 13 Steel Tank - Erect - Ring Beam	K - Erect - Ring	1.0	ST	\$142,400.00	\$142,400.00	00.00	\$0.00	\$0.00	\$0.00	0.00%	\$142.400.00
93	05.04.146 - 33 16 13 Steel Tank - Erect - Cone	c - Erect - Cone	1.0	ST	\$166,500.00	\$166,500.00	0.00	\$0.00	80.00	00.0\$	0.00%	6468 500 00
19	05.05.146 - 33 16 13 Steel Tank - Erect - Vertical Shell	c - Erect - Vertical	1.0	S7	\$112,000.00	\$112,000.00	00.0	\$0.00	\$0.00	\$0.00	%00.0	\$112,000.00
20	05.06.146 - 33 16 13 Steel Tank - Erect - Access Tube / Platform	: - Erect - Access	1.0	ST	\$59,400.00	\$59,400.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$59,400.00
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Thirty T	ription sel Tank - Erect - Hoist	form Guarriety	Unite	1		E COLOR		Carried Star	A Storoge Top Daily		
Part 1.0	el Tank - Erect - Floor										
Config. 2	sel Tank - Frect - Roof										
Conting	eel Tank - Field Coating -	- -		<i>•</i>	6						
Philing 1.0 1.5 555-500.00 555-500.00 550.00	eel Tank - Field Coating -	-									
Piping 1.0 1.5 \$182,200.00 0.000 80.00 0.000 80.00 0.000 0	echanical - Base - Piping										
1.0 1.0	lechanical - Riser Piping	11.1			1					L	
1	dechanical - Chamber -	7									**
1	Concrete Pedestal -										
1.0 1.0	Steel Tank - Hatches /										\$97,300.00
1.1 1.2 2.22,700.00 3.0.0 3.	Mixing System										\$12,900.00
1.0 1.0	Doors	7			\$29,000.00						\$29,000.00
1.0 1.0	10.02.146 - 33 16 13 Underground				\$28,700.00	0.00					\$28,700.00
1.10 1.5 \$80,300.00 \$80,800.00 \$80,800.00 \$80,000.00 \$80,000	ectori Panels / Lighting /			_	\$46,200.00	0.00	\$0.00			!	\$46,200.00
1.0	Instrumentation / Controls /	0.1			\$80,800.00	0.00	\$0.00				\$80,800.00
The control of the co	inhthing Dratadian (1.0			\$92,300.00	0.00	\$0.00	\$0.00			\$92,300.00
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ance 1.0 LS \$25,000.00 \$25,000.00 \$7,500.00 \$0.0	Mobilization and Exceed 5%)	1.0			\$60,000.00	00.0	\$0.00	0003			\$11,600.00
attrice 1.0 LS \$7,500.00 \$7,500.00 \$0.00	Sontingency Work ermined)	1.0			\$25,000.00	000	00.00	On:ne			\$60,000.00
ordection 1.0 LS \$8,000.00 \$8,000.00 \$8,000.00 \$0.00	Sectric Utility Allowance	1.0			\$7,500.00	000	00.00	90.00	\$0.00	_ _	\$25,000.00
inf 1.0 LS \$17,322.00 \$17,322.00 \$13,857.60 \$0.00 \$13,857.60 \$0.00 \$13,857.60 \$0.00 \$13,857.60 \$0.00 \$13,857.60 \$0.00 \$13,857.60 \$0.00	Aaintenance and Protection	1.0			28.000.00			OO OO	\$0.00		\$7,500.00
ering 1.0 LS \$4,000.00 \$4,000.00 \$4,000.00 \$6,000	rosion and Sediment	1.0	!		00 000 00		on ne	\$0.00	\$0.00	%00:0	\$8,000.00
Immentis 1.0 LS \$45,000.00 \$2,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$45,000.00 \$2,000.	onstruction Engineering	10	8		00.220,114	U.SU	\$13,857.60	\$0.00	\$13,857.60	80.00%	\$3,464.40
1.0 LS \$2,000.00 \$2,000.00 \$0.	miert Room Doormooth	2	3		\$45,000.00	0.00	\$0.00	\$0.00	\$0.00	%00.0	\$45,000.00
vy LS \$4,000.00 \$4,000.00 \$4,000.00 \$4,000.00 \$4,000.00 \$4,000.00 \$4,000.00 \$20,000.00 \$2	bove Ground Video	1.0	ST		\$2,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2.000.00
vy 1.0 LS \$30,000.00 \$30,000.00 \$1.00 \$30,000.00 \$20,000		1.0	ST	\$4,000.00	\$4,000.00	1.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	00 OS
ar Pipe 296.0 LF \$100.00 \$229,600.00 \$200,00 \$20,000.00 \$0.00 \$20,000.00 \$0.00 \$20,000.00 \$0.00 \$20,000.00 \$0.00 \$20,000.00 \$0.00 \$20,000.00 \$0.00 \$20,000.00 \$2	learing Right-of-Way	1.0	81	\$30,000.00	\$30,000.00	1.00	\$30,000.00	\$0.00	\$30,000,00	100 000	20.00
1.0 EA \$400.00 \$0.00 \$0.00 \$0.00 \$0.00 0.00%	cernove Storm Sewer Pipe	296.0	<u>4</u> 7	\$100.00	\$29,600.00	200.00	\$20,000.00	80.00	\$20,000,00	67 57%	\$0.00
	eet olgin and Post,	1.0	EA	\$400.00	\$400.00	0.00	\$0.00	\$0.00	\$0.00	%000	\$3,000,00 \$400,00

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	Service Stilliate - Office Work	ork T) vertittalini	Contrac	tor's Appl	ication 1	Contractor's Application for Payment
			Courts	a Information		S West C	l li			¥	
\$.	in the second se				PAR CARE	Estimated Gently Microparedia	Water Of Work Complement To Page 1	Metanias Corrently Store North Rs	Nork Comike and Naturia Stored for Deli		or some
48	14.12.112 - 31 00 05 Exploratory Trenching/Utility Potholing		2.0 E	EA \$1,500.00	00 83.000.00	The Warfe		j.	ie.	3	
49	14.13.113 - 31 00 05 Exploratory Trenching/Utility Potholing, Undistributed		4.0				\$0.00				\$3,000.00
50	14.14.114 - 31 00 05 Common Excavation		1.0	LS \$55 000 00			00.0\$		\$0.00	%00:0 c	\$6,000.00
51	14.15.115 - 31 00 05 Common Excavation, Undistributed	196.0					\$0.00			%00.0	\$55,000,00
52	14.16.116 - 31 00 05 Additional Select Fill for Unsulfable Materials, #53	47.0					\$0.00			%00'0	\$6,272.00
33 23	14.17.117 - 31 00 05 Special Backfill, No. 53	16.0					\$0.00	\$0.00	\$0.00	%00.0	\$2,444.00
54	14.18.118 - 32.31 13 Compacted Aggregate, No. 53, Base	494.0	<u> </u>	7 \$36.00	21,200.00		\$0.00	\$0.00		%00.0	\$1,200.00
55	14.19.119 - 32.31 13 Compacted Aggregate, No. 53, Base, Undistributed	148.0					\$0.00	\$0.00	\$0.00	%00.0	\$17,784.00
ľ	14.20.120 - 32.31 13 Compacted Aggregate, No. 2, Base	659.0			•		\$0.00	\$0.00	\$0.00	0.00%	\$5,328.00
1	14.21.121 - 32 31 13 Compacted Aggregate, No. 2, Base, Undistributed	148.0	j		•	659.00	\$27,678.00	\$0.00	\$27,678.00	100.00%	\$0.00
1	14.22.122 - 32 31 13 Geogrid, Type IB,	O DAY			\$6,216.00	148.00	\$6,216.00	\$0.00	\$6,216.00	100.00%	\$0.00
1	14.23.123 - 32 31 13 HMA Pavement, Surface, 9.5 mm Tyne R. 588	1920				00.0	\$0.00	\$0.00	\$0.00	0.00%	\$4,450.00
	14.24.124 - 32.31 13 HMA Pavement,	0.097				0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,054.00
1	14.25.125 - 32.31 13 Asphalt for Tack Coat	9.50			\$36	0.00	\$0.00	\$0.00	\$0.00	%00'0	\$36,675.00
ıΠ	14.26.126 - 32 31 13 Pavement Markings	1.0		\$10.00		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$37.20
	14.27.127 - 32 31 13 Compacted Aggregate, No. 73, Surface	9.0				0.00	\$0.00	\$0.00	\$0.00	%00:0	\$50.00
	14.28.128 - 32.31 13 Fence, Chainlink, 7 Ft, with Barbed Wire	378.0			\$2,700.00	00.0	\$0.00	\$0.00	\$0.00	%00:0	\$2,700.00
	14.29.129 - 32 31 13 Gate, Chainlin k, 16 Ft Wide, Rolling	1.0		75		n.co	\$0.00	\$0.00	\$0.00	0.00%	\$9,450.00
	14.30.130 - 32 31 13 Gate, Chainlin k, 5 Ft Wide	1.0	EA			000	90.00	\$0.00	\$0.00	0.00%	\$4,000.00
	14.31.131 - 32 92 00 Seeding & Site Restoration	5418.0	AS		₩	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00
7	14.32.13z - 32 93 00 Site Landscaping	1.0	S7	\$20.0		0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,090.00
	14.33.133 - 33 05 13 601 Manhole, Type I, Rebar Cage	2.0	EA			00.0	\$0.00	\$0.00	\$0.00	%00:0	\$20,000.00
	14.34.134 ~ 33 05 13 33 Inlet, Type I-B	2.0	EA			0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00
<u> </u>	14.35.135 - 33 05 13 Precast Storm Structure Waterproofing	1.0	EA	\$1,000,00		0.00	\$0.00	\$0.00	\$0.00	%00:0	\$4,000.00
М	14.36.136 - 33 11 00 Water Main, 16 In., DI	20.0	I.L	00 0203		000	\$0.00	\$0.00	\$0.00	%00.0	\$1,000.00
Н	14.37.137 - 33 11 00 Water Main, 12 In., PVC	515.0		\$290,00	\$5,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00
	14.38.138 - 33 11 00 Elbow, 12 In., 22.5, DI	1.0	FA	42 500 00		00:0	\$0.00	\$0.00	\$0.00	%00.0	\$61,800.00
			ĺ	92,000.vu	\$2,500.00	00:00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00

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\$4,657,539.09

Prog	Progress Estimate - Unit Price Work			S. M. C.				Contrac	tor's Applic	cation f	Contractor's Application for Payment
			Contract	Thermalion	Kelan Of High	FEBRERE CO.	Montiferration Water Completed Completed Total Total Total Total Total Total Total Total	1 3	North Computation and Materials Short To Date	4 A B B B B B B B B B B B B B B B B B B	Latence 700
75	14.39.139 - 33 11 00 Plug, 12 In., DI	1.0	EA	\$1.500.00		Just Work		2			Finist IP -21
76	14.40.140 - 33 11 00 Reducer, 16 ln. x 12 ln., Dl	2.0		\$2,500,00		0.00	\$0.00		\$0.00	0.00%	\$1,500.00
2.2	14.41.141 - 33 11 00 Tee, 16 In. x 16 In., DI	1.0		\$5,000.00		0.00	\$0.00		\$0.00	0.00%	\$5,000.00
7.8	14.42.142 - 33 11 00 Water Main Connection	1.0		00.000,00		0.00	00.0\$	\$0.00	\$0.00	%00'0	\$5,000.00
79	14.43.143 - 33 12 00 Gate Valve and Box, 16		5	0,000,00¢		0.00	00.0\$	\$0.00	\$0.00	0.00%	\$5,000.00
æ	Incn. 14.44.144 - 33 12 00 Gafe Valve and Box. 12	1.0	EA	\$18,000.00	\$18,000.00	0.00	\$0.00	\$0.00	\$0.00	0:00%	\$18,000.00
3 5	Inch.	3.0	EA	\$7,000.00	\$21,000.00	0.00	\$0.00	\$0.00	\$0.00	%00.0	\$21,000,00
. 8	14.45.145 - 33 12 00 Hydrant Assembly, Type I	2.0	EA	\$11,000.00	\$22,000.00	000	\$0.00	0004			44 I, 000.00
82	14.47.147 - 33.41 00 Pipe, Storm, 18 In.	318.0	4	\$55.00	\$17,490.00	00.0	00.00	90.U\$	\$0.00		\$22,000.00
83	14.48.148 - 33 41 00 Pipe, Storm, 18 In., Water Class	31.0	u -	810000	00.001 (1.1)	00:0	90.04	\$0.00	\$0.00	0.00%	\$17,490.00
8	14.49.149 - 33 41 00 Pine. Sform 6 In	0	i !	00.001 ¢	\$3,100.00	0.00	\$0.00	\$0.00	\$0.00	%00:0	\$3,100.00
α u	14.50.150 - 33.41.00 Pipe. Underdrain 4 In	O.oc	#7	\$35.00	\$1,960.00	00:0	\$0.00	\$0.00	\$0.00	0.00%	\$1.960.00
3	Perforated	536.0	LF	\$25.00	\$13,400.00	00:0	\$0.00	\$0.00	\$0.00	%000	843 400 00
98	14-51 - 33 41 00 Storm Lateral Reconnection, Undistributed	5.0	EA	\$200.00	\$1,000.00	0.00	\$0.00	00 08	6		non-trice
87	14.52.152 - 33 41 00 Pipe End Section, Diameter 18 In.	2.0	EA	\$1,000.00	\$2,000.00	00 0	000		on:ne	0.00%	\$1,000.00
88	14.53.153 - 40 66 76 Water Tower RTU	1.0	<i>(f</i>)	\$10,000,00	940.000		00.00	\$0.00	\$0.00	0.00%	\$2,000.00
86	14.54.154 - 40 66 76 Wastewater Repeater RTU	1.0	ST	\$12,000,00	\$12,000,00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00
			Original C	Ī	\$6.375.000.20	G.	90.00	90.00	\$0.00	0.00%	\$12,000.00
					A		\$1,717,461.TI	\$0.00	\$1,717,461.11	26.94%	\$4,657,539.09
					Changa Ordars						
			Change	nge Order Totals	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$0.00
										- 	
A. A				Project Totals	\$375 000 20 \$						
! !				Fregue rouge	40,013,000.£0		\$1,717,461.11	\$0.00	\$1,717,461.11	26.94%	\$4,657,539.09

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Northwest Water Tower Huntertown, IN

Stored Materials - PA-02

Stored Materials Invoices & Photos – Steel Plates

INVOICE

Customer Relations 1-866-409-0138

Page 1 of 1

	Customer Code LANSTF	Date	May 30 2	2025	Invoice Number	796378-062
S 0 1	LANDMARK STRUCTURES I, L.P.		S h i	LANDMARK S	TRUCTURES LP	
d	1665 HARMON ROAD		p	C/O LANDMAR	RK FABRICATION	
T o	FORT WORTH, TX 76177		T 0	3496 GATEWA DECATUR, TX		

053724	417740		ally No.	Shipping Repo UT21512		Date Shipped May 29 202
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107		Carrier POWELL TRA		Terms of Paymer 1/2% 10, N3
GI Product Code No. Description	Quantity	/ Shipping Weight LB	Billing Weight LB	Length Shipped	Unit Price	Amount
A/SA36A709 0.250" X 120.00 LaserRite Plate(TM) CUST PART NO. 18 Temp raw material s Processing costs	371-700	43428	0	6.00		
ORDER - 41-774030 FREIGHT EXTRA C	D	ORDER - 053724 -00				

INVOICE

Customer Relations 1-866-409-0138

Page 1 of 1

	Customer Code LANSTF	Date	May 30 2	025 Invoice Numb	er 796383-062
S 0 1	LANDMARK STRUCTURES I, L.P.		S h i	LANDMARK STRUCTURES L	Р
d	1665 HARMON ROAD		р	C/O LANDMARK FABRICATION	NC
T 0	FORT WORTH, TX 76177		T o	3496 GATEWAY DRIVE DECATUR, TX	

	ner Order Number 053724	Acknowledgeme		Tally No.	Shipping Repor UT21512	
	O.B. Location	Territory	Warehouse		Carrier	Terms of Paymen
LEN	MOYNE, AL	62	107		QUICK SHOT	1/2% 10, N3
GI No.	Product Code Description A/SA36A709 0.250" X 120.00 LaserRite Plate(TM) CUST PART NO. 18 Temp raw material s Processing costs ORDER - 41-774036 FREIGHT EXTRA C	371-700 surcharge Jun 2 3-01 CUST	LB 3948		Length Shipped FT 0.00	Unit Price Amount
	FREIGHT EXTRA C	HARGE				

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	Customer Code LANSTF	Date	Jun 11 2025	Invoice Number	797689-062
S 0 1	LANDMARK STRUCTURES I, L.P.		S h LAND i	DMARK STRUCTURES LP	
d	1665 HARMON ROAD		p C/O L	ANDMARK FABRICATION	
T o	FORT WORTH, TX 76177		Т	GATEWAY DRIVE ATUR, TX	

			74			
Cus	tomer Order Number	Acknowledgemer	47	illy No.	Shipping Repo	ort No. Date Shipped
	053086	417709			UT2155	56 Jun 10 2025
10 8	F.O.B. Location	Territory	Warehouse		Carrier	Terms of Payment
LE	EMOYNE, AL	62	107	1	HOLMES CO	1/2% 10, N30
GI No.	Product Code Description	Quantit 1	LB	Billing Weight LB	LengIh Shipped FT	Unit Amount Price Amount
PLATE	A/SA36A709 0.313" X 96.00 LaserRite Plate(TM CUST PART NO. 1 Temp raw material Processing costs ORDER - 41-77095 FREIGHT EXTRA	X 328.00) 871-940 surcharge May 19 52-08 CUST	2795 9 25 ORDER - 053086 -00	8 7	0.00	
PLATE	A/SA36A709 0.313" X 96.00 LaserRite Plate(TM CUST PART NO. 1 Temp raw material Processing costs ORDER - 41-77095 FREIGHT EXTRA 0) 871-510 surcharge May 19 2-04 CUST (CHARGE	23676 125 DRDER - 053086 -00	0	0.00	
PLATE	A/SA36A709 0.313" X 96.00 2 LaserRite Plate(TM CUST PART NO. 13 Temp raw material s Processing costs ORDER - 41-77095 FREIGHT EXTRA C) 371-800 surcharge May 19 2-10 CUST 0	9639 25 DRDER - 053086 -01	0	0.00	



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	Customer Code LANSTF	Date	Jun 11 2025	Invoice Number	797689-062
S o I	LANDMARK STRUCTURES I, L.P.		S h LANDMAF i	RK STRUCTURES LP	
d	1665 HARMON ROAD		p C/O LAND	MARK FABRICATION	
T 0	FORT WORTH, TX 76177		3496 GAT T DECATUR	EWAY DRIVE R, TX	

Cus	tomer Order Number 053086	Acknowledgeme		lly No.	Shipping Rep UT2155		Date Shipped Jun 10 2025
	F.O.B. Location	Territory	Warehouse		Carrier		Terms of Payment
LI	EMOYNE, AL	62	107	١,	HOLMES CO		1/2% 10, N30
GI No.	Product Code Description	Quanti	ty Shipping Weight	Billing Weight	Lengih Shipped	Unil Price	Amount
LATE	A/SA36A709 0.250" X 96.00 LaserRite Plate(TI CUST PART NO. Temp raw materia Processing costs ORDER - 41-7709 FREIGHT EXTRA	M) 1871-770 I surcharge May 1 52-11 CUST	3267 9 25 ORDER - 053086 -01		0.00		
LATE	A/SA36A709 0.250" X 96.00 LaserRite Plate(TM CUST PART NO. Temp raw material Processing costs	/I) 1871-530	9 25		0.00		

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	Customer Code LANSTF	Date	Jun 11 20	025 Invoice Number	797690-062
S o I	LANDMARK STRUCTURES I, L.P.		S h i	LANDMARK STRUCTURES LP	
d	1665 HARMON ROAD		р	C/O LANDMARK FABRICATION	
T 0	FORT WORTH, TX 76177		T o	3496 GATEWAY DRIVE DECATUR, TX	

Cust	omer Order Number	Acknowledgement Order No 41770952	. Tally No.	Shipping Report No. UT215559	Date Shipped Jun 10 2025
	F.O.B. Location		rehouse	Carrier	Terms of Payment
LE	EMOYNE, AL		107	HOLMES CO	1/2% 10, N30
GI No.	Product Code Description	Quantity	Shipping Billir Weight Weig LB LE	ht Shipped	Unit Amount Price
PLATE	A/SA36A709 0.563" X 96.00 X LaserRite Plate(TM) CUST PART NO. 18 Temp raw material so Processing costs ORDER - 41-770952	71-320 urcharge May 19 25	8814 0	0.00	
PLATE	FREIGHT EXTRA CI	HARGE	ľæľ∧ ₪		
FLATE	A/SA36A709 0.250" X 120.00 X LaserRite Plate(TM) CUST PART NO. 18 Temp raw material su Processing costs ORDER - 41-770952 FREIGHT EXTRA CH	71-520 urcharge May 19 25 -05 CUST ORDER	. 053086 -005	0.00	
PLATE	A/SA36A709 0.250" X 96.00 X LaserRite Plate(TM) CUST PART NO. 187	71-100	3267 0	0.00	
	Temp raw material su Processing costs ORDER - 41-770952- FREIGHT EXTRA CH	-12 CUST ORDER -	053086 -012		



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	Customer Code LANSTF	Date	Jun 11 2025	Invoice Number	797690-062
S o I	LANDMARK STRUCTURES I, L.P.		S h LANDM i	MARK STRUCTURES LP	
d	1665 HARMON ROAD		p C/O LAI	NDMARK FABRICATION	
T 0	FORT WORTH, TX 76177		T DECAT	ATEWAY DRIVE TUR, TX	

Custo	omer Order Number 053086	Acknowledgem	4.37	Tally No.	Shipping Rep UT2155		Date Shipped Jun 10 2028
F	O.B. Location	Territory	Warehouse	7	Carrier	,53	Terms of Payment
LE	MOYNE, AL	62	107		HOLMES CO		1/2% 10, N30
							172 % 10, 1430
GI No.	Product Code Description	Quar	vveignt	Billing Weight	Length Shipped	Unil Price	Amount
ATE	A /G A G A =	- 5	15755	. 0	0.00		
	A/SA36A709 0.250" X 96.00	¥ 463.00	emill 2000.	# _			
	LaserRite Plate(TM						
	CUST PART NO.	200 C					
	Temp raw material		19 25				
	Processing costs	J	7				
	ORDER - 41-7709	52-06 CUST	ORDER - 053086 -0	006			
	FREIGHT EXTRA		罪、死,颛, 曹				
ATE		1	4451	0	0.00		
	A/SA36A709				7		
	0.750" X 96.00						
	LaserRite Plate(TM			7	4		
	CUST PART NO. 1				1		
	Temp raw material	surcharge May 1	19 25				
	Processing costs			J			
	ORDER - 41-77095	2-09 CUST	ORDER - 053086 -0	09			
	FREIGHT EXTRA		The state of the s	MARKET PARTY OF THE PARTY OF TH	Charles and the second		

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	Customer Code LANSTF	Date	Jun 11 2025	Invoice Number	797691-062
S o I	LANDMARK STRUCTURES I, L.P.		S h LANDMARI i	K STRUCTURES LP	
d	1665 HARMON ROAD		p C/O LANDI	MARK FABRICATION	
T 0	FORT WORTH, TX 76177		T 3496 GATE O DECATUR,	WAY DRIVE TX	

0					
Cus	stomer Order Number 053086	Acknowledgement C		Shipping Repo	
	F.O.B. Location	4177095		UT21556	CONTRACTOR OF THE PROPERTY OF
1		Territory	Warehouse	Carrier	Terms of Payment
	EMOYNE, AL	62	107	HOLMES CO	1/2% 10, N30
Gl	Product Code		Shipping	Billing Length	Unil
No.	Description	Quantity		Weight Shipped	Price Amount
PLATE		5	LB 16335	LB FT 0.00	
12112	A/SA36A709 0.250" X 96.00 LaserRite Plate(TM CUST PART NO. 1	X 480.00	10335	0.00	
	Temp raw material	surcharge May 19 2	5		
	Processing costs				
	ORDER - 41-77095	2225	RDER - 053086 -011		
	FREIGHT EXTRA	CHARGE	m f.m [A'		
PLATE	A/SA36A709 0.527" X 96.00 LaserRite Plate(TM CUST PART NO. 1)	19628	0 0.00	
	Temp raw material	surcharge May 19 2	5		
	Processing costs				
	ORDER - 41-77095	2-03 CUST OF	RDER - 053086 -003		
	FREIGHT EXTRA	CHARGE			
PLATE	A/SA36A709 0.500" X 120.00	2 X 213.00	7248	0 0.00	
	LaserRite Plate(TM)			
	CUST PART NO. 18				
	Temp raw material	surcharge May 19 2	5		
	Processing costs				
	ORDER - 41-77095	2-13 CUST OR	DER - 053086 -013		
	FREIGHT EXTRA C	HARGE			

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	Customer Code LANSTF	Date	Jun 11 202	25 Invoice Number 797691-062
S 0 1	LANDMARK STRUCTURES I, L.P.		S h i	LANDMARK STRUCTURES LP
đ	1665 HARMON ROAD		p	C/O LANDMARK FABRICATION
T o	FORT WORTH, TX 76177		Т	3496 GATEWAY DRIVE DECATUR, TX

Acknowledgement Order No. 41770952 Territory Warehouse	Tally No. Shipping Report No. UT215560 Carrier	Date Shipped Jun 10 2025 Terms of Payment
62 Werehouse	Carrier HOLMES CO	1/2% 10, N30
		10 . 14. 15. (1. (1. (1. (1. (1. (1. (1. (1. (1. (1
		i frankrij balde Gudanije me Gudanije
		Album (distribution) Album (distribution)
	المائم المسال	
ANGENIE.	Administración de la companya de la	
-di		
	A CONTRACTOR OF THE CONTRACTOR	
	41770952 Territory Wa'ehouse	41770952 UT215560 Territory Watehouse Carrier



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	Customer Code LANSTF	Date	Jun 11 2025	Invoice Number	797693-062
S 0 1	LANDMARK STRUCTURES I, L.P.		S h LANDMARI i	K STRUCTURES LP	
d	1665 HARMON ROAD		p C/O LANDN	MARK FABRICATION	
T o	FORT WORTH, TX 76177		T DECATUR,	WAY DRIVE TX	

Customer Order Number 053086	Acknowledgem		ally No.	Shipping Repo UT2155		Date Shipped Jun 10 202
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107		Carrier WTI TRANSP		Terms of Paymen
GI Product Code	Quar	ntity Shipping	Billing	Length	Unil	Amount
No. Description		Weight LB	Weight LB	Shipped F.T	Price	Amount
TE	1)	14721		0.00		
Temp raw material		19 25				
Processing costs ORDER - 41-77099 FREIGHT EXTRA		T ORDER - 053086 -0	003			

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	Customer Code LANSTF	Date	Jun 11 20	025	Invoice Number	797749-062
S o I	LANDMARK STRUCTURES I, L.P.		S h i	LANDMARK ST	RUCTURES LP	
d	1665 HARMON ROAD		р	C/O LANDMAR	K FABRICATION	
T 0	FORT WORTH, TX 76177		T 0	3496 GATEWAY DECATUR, TX	Y DRIVE	

	ner Order Number 053086	Acknowledgement Or 41770952		ly No.	Shipping Report No. UT215572	Date Shipped Jun 11 2025
	O.B. Location OYNE, AL	Territory 62	Warehouse 107	M	Carrier IONTGOMERY	Terms of Payment
GI No.	Product Code Description	Quantity	Shipping Weight	Billing Weight		Unit Price Amount
LATE	A/SA36A709 0.250" X 120.00 LaserRite Plate(TM) CUST PART NO. 18 Temp raw material s Processing costs ORDER - 41-77095 FREIGHT EXTRA O	371-520 surcharge May 19 25 2-05 CUST OR	LB 7878 DER - 053086 -008		FT 0.00	

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	Customer Code LANSTF	Date	Jun 13 20	025 Invoice Number	798057-062
S 0 1	LANDMARK STRUCTURES I, L.P.		S h i	LANDMARK STRUCTURES LP	
d	1665 HARMON ROAD FORT WORTH, TX		р	C/O LANDMARK FABRICATION	
T o	76177		T 0	3496 GATEWAY DRIVE DECATUR, TX	

Customer Order Number 053086	Acknowledgem 4177(2007	illy No.	Shipping Repor		Date Shipped Jun 13 202
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107		Carrier HOLMES CO		Terms of Paymen
GI Product (No. Descrip		tity Shipping Weight LB	Billing Weight LB	Lenglh Shipped	Unit Price	Amount
ATE A/SA36A709 0.563" X 96 LaserRite Plate	3.00 X 575.00 (TM)	26442	0	6.00		
CUST PART N Temp raw mate Processing cos	rial surcharge May 1	19 25				
ORDER - 41-7' FREIGHT EXT	0952-02 CUST	ORDER - 053086 -00			<u> </u>	
		A 200 A				
				1		

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	Customer Code LANSTF	Date	Jun 19 2025	Invoice Number	798734-062
S o I d T	LANDMARK STRUCTURES I, L.P. 1665 HARMON ROAD FORT WORTH, TX 76177		i p C/ T	ANDMARK STRUCTURES LP /O LANDMARK FABRICATION 496 GATEWAY DRIVE ECATUR, TX	

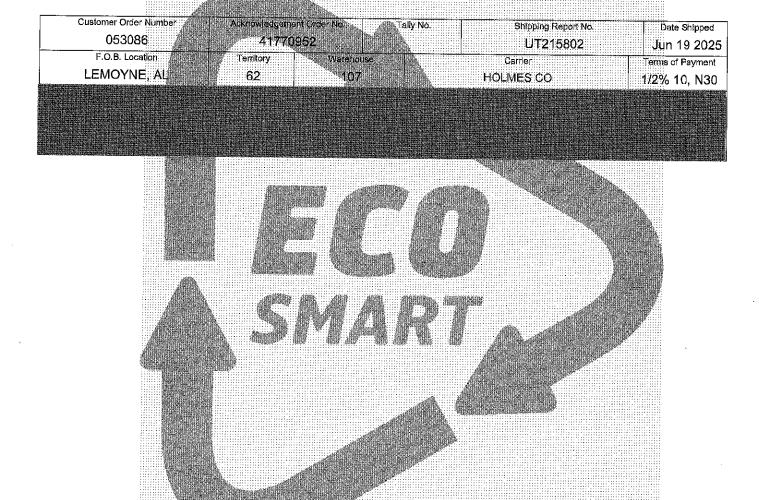
Cus	tomer Order Number 053086	Acknowledgem	0952	Tally No.	Shipping Repo UT21580	
	F.O.B. Location	Territory	Warehouse	1	Carrier	Terms of Payment
L	EMOYNE, AL	62	107		HOLMES CO	1/2% 10, N30
GI No.	Product Code Description	Quar	tily Shippu Weigt	ng Billing it Weigh	LengIh t Shipped	Unit : Amount
DI 4.75			LB	LB	FI	
PLATE		1	4907	7 / 0	0.00	
	A/SA36A709	V 240.00	1 1 1			
	0.527" X 96.00 LaserRite Plate(TM	22/2				
	CUST PART NO.					
	Temp raw material		10.25		4	
	Processing costs	Surcharge May	19 20			
	ORDER - 41-7709	52-03 CUST	ORDER - 0530	86 -003		
	FREIGHT EXTRA	Barrer 1	ONDEN - 0330	30 1003		
PLATE		1	3939) 0	0.00	
	A/SA36A709				0.00	
	0.250" X 120.0	0 X 463.00			7	
	LaserRite Plate(TM	1)				
	CUST PART NO. 1			p t		
	Temp raw material	surcharge May 1	9 25			
	Processing costs			المالية		
	ORDER - 41-7709		ORDER - 05308	36 -005		
DI ATE	FREIGHT EXTRA					
PLATE	A /O A O O A 700	1	1933	0	0.00	
	A/SA36A709 0.250" X 96.00	X 284.00	المالية الأكامي			
	LaserRite Plate(TM					
	CUST PART NO. 1	(5)				
	Temp raw material		9 25			
	Processing costs	gs, 1				
	ORDER - 41-77095	2-07 CUST	ORDER - 05308	6 -007		
	FREIGHT EXTRA			2000 - E000200		

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	Customer Code LANSTF	Date	Jun 19 20	025	Invoice Number	798734-062
S o I	LANDMARK STRUCTURES I, L.P.		S h i	LANDMARK ST	RUCTURES LP	
d	1665 HARMON ROAD		p		K FABRICATION	
T 0	FORT WORTH, TX 76177		T o	3496 GATEWAY DECATUR, TX	Y DRIVE	



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	Customer Code LANSTF	Date	Jun 23 2025	Invoice Number 7	99033-062
S o I	LANDMARK STRUCTURES I, L.P.		S h LAND i	DMARK STRUCTURES LP	
d	1665 HARMON ROAD		p C/O L	_ANDMARK FABRICATION	
T 0	FORT WORTH, TX 76177		Т	GATEWAY DRIVE ATUR, TX	

Customer Order Number 053086	Acknowledgement 417709		ally No.	Shipping Report No. UT215822	Date Shipped Jun 20 202
F.O.B. Location LEMOYNE, AL	Territory 62	Warehouse 107		Carrier HOLMES CO	Terms of Payment 1/2% 10, N30
GI Product Code No. Description	Quanti	vveignt	Billing Weight	Length Un Shipped Pric	
ATE A/SA36A709 0.691" X 96.00 LaserRite Plate(TI CUST PART NO, Temp raw materia Processing costs ORDER - 41-7709 FREIGHT EXTRA	M) 1871-200 I surcharge May 19 52-01 CUST	LB 26358 9 25 ORDER - 053086 -00	LB 0 0	FT 0.00	
			3		

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	Customer Code LANSTF	Date	Jun 25 2	025 Invo	ice Number	799409-062
S o I	LANDMARK STRUCTURES I, L.P.		S h i	LANDMARK STRUCT	URES LP	
d	1665 HARMON ROAD		p	C/O LANDMARK FAB		
T 0	FORT WORTH, TX 76177		T 0	3496 GATEWAY DRIV DECATUR, TX	√E	

D53086		Acknowledgement Order No.	Tally No. Shipping Re	port No. Date Shipped
F.O.B. Location LEMOYNE, AL GI Product Code No. Description Quantity Shipping Weight Weight LB LB FT A/SA36A709 0.691" X 96.00 X 467.00 LaserRite Plate(TM) CUST PART NO. 1871-200 Temp raw material surcharge May 19 25 Processing costs Territory Warehouse Carrier HOLMES CO 1/2% 10, N30 Billing Weight Weight Weight Shipped Price Amount Amount LB LB FT 0.000 0.000 A/SA36A709 0.691" X 96.00 X 467.00 LaserRite Plate(TM) CUST PART NO. 1871-200 Temp raw material surcharge May 19 25 Processing costs	053086	41770952		
GI Product Code Quantity Shipping Billing Length Shipped Price Amount LB LB FT A/SA36A709 0.691" X 96.00 X 467.00 LaserRite Plate(TM) CUST PART NO. 1871-200 Temp raw material surcharge May 19 25 Processing costs		figuration and the first figure in the first f	Carrier	Terms of Payment
No. Description Quantity Weight Weight Shipped Price Amount LB LB FT ATE A/SA36A709 0.691" X 96.00 X 467.00 LaserRite Plate(TM) CUST PART NO. 1871-200 Temp raw material surcharge May 19 25 Processing costs	LEMOYNE, AL	62 107	HOLMES CO	1/2% 10, N30
FREIGHT EXTRA CHARGE	No. Description A/SA36A709 0.691" X 96.00 LaserRite Plate(TM CUST PART NO. Temp raw material Processing costs ORDER - 41-7709	Weight LB 1 8786 X 467.00 N) 1871-200 surcharge May 19 25 52-01 CUST ORDER - 053086	Weight Shipped LB FT 0 0.00	

1.0
ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE

COVERAGE AFFORDED ISSUING INSURER(S), A	AUTHORIZED	REPRESENTATIVE (OR PRODUCE	ER. AND THE	ADDITION	AL INTEREST		ONTINAOT BE	HAREM IUC
AGENCY		214-989-7100		COMPANY	710011011	AL III I EIGEOT	-		
Acrisure Texas Risk Adviso 5057 Keller Springs Rd. Su Addison, TX 75001	ors & Insuranc			Berkley N P.O. Box	lational Insu 1594 es, IA 5030	irance Compai 6	ny		
FAX (A/C, No): 210-696-8414	E-MAIL O.	1							•
(A/C, No): 210-696-8414 CODE:		vice@ib-tx.com							
AGENCY CUSTOMER ID #:		SUB CODE:							
INSURED				LOAN NUMB				POLICY NUMBER	
Landmark Fabrication LP, 3496 Gateway Drive					_,,		- 1	MNP 1069616	-53
Decatur TX 76234				EFFEC	TIVE DATE	EXPIRATION			
				07/1	4/2025	07/14/	2026		NUED UNTIL NATED IF CHECKED
				THIS REPLA	CES PRIOR EV	IDENCE DATED:			
PROPERTY INFORMATION	ON								
Location/description Location: 3946 Gateway Dr	rive Decatur	TX 76234 - Ruildings 1	-5 Blanket Bus	einess Dorson	al Dranartu	and Business	Incomo		
Location of to Galeviay Di	iive, Decatur,	1770204 - Buildings 1	-o bianket bus	siness reison	ai Property	and Business	income.		
THE POLICIES OF INSURA	ANCE LISTED	RELOW HAVE DEEN	ISSUED TO T	UE INCLIDED	NIONAED AD	Δ\/E ΕΔΩ ΤΗ Ε	TOULON	OFFICE ME	
NOTWITHSTANDING ANY	'REQUIREME	NT. TERM OR CONDI	TIÔN OF ANY	CONTRACT	OR OTHER	DOCUMENTA.	MITH RE	SPECT TO WE	IICH THIC
EVIDENCE OF PROPERTY	Y INSURANCE	EMAY BE ISSUED OR	MAY PERTAIN	N. THE INSUR	SANCE AFE	ORDED BY TH	IE POHO	IES DESCRIBE	en Hedelki ie
SUBJECT TO ALL THE TER	****	SIONS AND CONDITIO	NS OF SUCH	POLICIES, L		WN MAY HAVE	E BEEN F	REDUCED BY I	PAID CLAIMS.
COVERAGE INFORMATION	ON	PERILS INSURED	BASIC	BROAD	X SPEC	AL X Inclu	ding Theft		
Blanket Business Personal P	Property - Rep	coverage / Perils / lacement Cost, Special					\$3,939,		
Blanket Business Personal P Blanket Business Income (In	Property - Rep clude Extra E:	lacement Cost, Special						100	\$5,000 72 Hours
Blanket Business Income (In	iclude Extra E	lacement Cost, Special xpense)					\$3,939,	100	\$5,000
Blanket Business Income (In	ecial Conditi	lacement Cost, Special xpense)	Form				\$3,939,	100	\$5,000
Blanket Business Income (In	ecial Conditi	lacement Cost, Special xpense)	Form				\$3,939,	100	\$5,000
Blanket Business Income (In	ecial Conditi	lacement Cost, Special xpense)	Form				\$3,939,	100	\$5,000
Blanket Business Income (In	ecial Conditi	lacement Cost, Special xpense)	Form				\$3,939,	100	\$5,000
Blanket Business Income (In	ecial Conditi	lacement Cost, Special xpense)	Form				\$3,939,	100	\$5,000
Blanket Business Income (In	ecial Conditi	lacement Cost, Special xpense)	Form				\$3,939,	100	\$5,000
REMARKS (Including Spe Wind/Hail Deductible - 2% wi	ecial Conditi	lacement Cost, Special xpense)	Form				\$3,939,	100	\$5,000
REMARKS (Including Spe Wind/Hail Deductible - 2% wi	ecial Condition	lacement Cost, Special xpense) ons) f \$10,000 for Wind/Hail	Form				\$3,939, \$3,500,	100	\$5,000 72 Hours
REMARKS (Including Spe Wind/Hail Deductible - 2% wi	ecial Condition	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED	BEFORE THE			\$3,939, \$3,500,	100	\$5,000 72 Hours
REMARKS (Including Spe Vind/Hail Deductible - 2% wi CANCELLATION SHOULD ANY OF THE AE DELIVERED IN ACCORD	ecial Condition	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED	BEFORE THE			\$3,939, \$3,500,	100	\$5,000 72 Hours
REMARKS (Including Spe Wind/Hail Deductible - 2% wind/Hail Deductible	ecial Condition	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED		E EXPIRAT	ON DATE TH	\$3,939, \$3,500,	NOTICE WILL	\$5,000 72 Hours
REMARKS (Including Spe Vind/Hail Deductible - 2% wi CANCELLATION SHOULD ANY OF THE AE DELIVERED IN ACCORD	ecial Condition	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED	ADDITION	E EXPIRA T		\$3,939, \$3,500,	NOTICE WILL	\$5,000 72 Hours
REMARKS (Including Spe Wind/Hail Deductible - 2% wind/Hail Deductible	ecial Condition	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED	ADDITION MORTGAG	E EXPIRA T	ON DATE TH	\$3,939, \$3,500,	NOTICE WILL	\$5,000 72 Hours
REMARKS (Including Spe Wind/Hail Deductible - 2% wi SHOULD ANY OF THE AE DELIVERED IN ACCORD, ADDITIONAL INTEREST NAME AND ADDRESS	ecial Condition ith minimum of the	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED	ADDITION	E EXPIRA T	ON DATE TH	\$3,939, \$3,500,	NOTICE WILL	\$5,000 72 Hours
REMARKS (Including Spe Wind/Hail Deductible - 2% wi SHOULD ANY OF THE AE DELIVERED IN ACCORD ADDITIONAL INTEREST NAME AND ADDRESS Landmark Strue	ecial Condition in the minimum of th	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED	ADDITION MORTGAG	E EXPIRAT AL INSURED GEE	ON DATE TH	\$3,939, \$3,500,	NOTICE WILL	\$5,000 72 Hours
REMARKS (Including Spe Wind/Hail Deductible - 2% wi SHOULD ANY OF THE AE DELIVERED IN ACCORD, ADDITIONAL INTEREST NAME AND ADDRESS	ecial Condition ecial Condition ith minimum of BOVE DESCRANCE WITH	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED	ADDITION MORTGAG	E EXPIRAT AL INSURED GEE	ON DATE TH	\$3,939, \$3,500,	NOTICE WILL	\$5,000 72 Hours
REMARKS (Including Spe Wind/Hail Deductible - 2% wind/Hail Deductible	ecial Condition ecial Condition ith minimum of BOVE DESCRANCE WITH	lacement Cost, Special expense) ons) f \$10,000 for Wind/Hail	CANCELLED	ADDITION MORTGAG	E EXPIRAT AL INSURED GEE	ON DATE TH	\$3,939, \$3,500,	NOTICE WILL	\$5,000 72 Hours

Electronic Funds Transfer Information

Bank Account Name

Landmark Structures I, L.P.

Address

1665 Harmon Road

Fort Worth, Texas 76177

Bank Name

Truist

Bank Address

1201 Church Street

Colleyville, Texas 76034

Account Type

Checking

Routing Number

111017694

Account Number

1440000699245

Please forward remittance information to accounting.usowner@teamlandmark.com or mail to the address above.

Contractor's Application for Payment Owner: Town of Huntertown Owner's Project No.: 6184 Engineer: Engineering Resources Engineer's Project No.: 6184 Contractor: Landmark Structures Contractor's Project No.: 1665 Harmon Rd 1871 Fort Worth, Texas 76177 Project: Town of Huntertown Northwest Water Tower & Main Extension Contract: 1871 Huntertown IN - 1.0 MG CET Prime Contract Application No.: 3 Application Date: 10/25/2025 **Application Period:** From 09/26/25 to 10/25/25 1. Original Contract Price \$6,375,000.20 2. Net change by Change Orders \$0.00 3. Current Contract Price (Line 1 + Line 2) \$6,375,000.20 4. Total completed and stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) \$3,790,511.60 5. Retainage a. 5.00% X \$3,790,511.60 Work Completed = \$189,525.58 b. 0.00% X \$0.00 Stored Material = \$0.00 c. Total Retainage (Line 5.a + Line 5.b) \$189,525.58 6. Amount eligible to date (Line 4 - Line 5.c) \$3,600,986.02 7. Less previous payments (Line 6 from prior application). \$1,631,588.05 8. Amount due this application \$1,969,397.97 9.Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) \$2,774,014,18 Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. Contractor: Landmark Structures I, L,P. Signature: Date: 10/28/2025 Recommended by Engineer Approved by Owner Ву: By: Title: gned by James R. Breckler Title: Date: Date: Approved by Funding Agency By: By: Title: Title: Date: Date:

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Owner:	.,	Town of Huntertown					Owne	Owner's Project No.:		2107		
Engineer:	er:	Engineering Resources					Engin	Engineer's Project No.:	•	0 84		i.
Contractor	ctor:	Landmark Structures					Contr	Contractor's Project No.:	•	1871		I
Project	,,	1871 Huntertown IN - 1.0 MG CET	F						•			
Contract	cf:	-										
Applica	Application No.:	3 Application Period	Period:	From	09/26/25	to	10/25/25		Applica	Application Date:	10/25/2025	025
4			3	0	9	4		H	1.			7
				Contracting	Information		Water Co	paper				
		· 原有的政府 的现在分词是有					Estimated October	Value Of Went Companied To	Waterials Committee States	Money Completed met Materials	% of Value	
		Description	Bom Guentity	Limite	DITT BITTER	(a)	Incorporated the The Mort	EXG 6	(Not list)	17-18	14 P	First First
-	01.03.146 - 33 Tank - Foundation	01.03.146 - 33.16.13 Engineering - Elevated Tank - Foundation / Basis	1.0	ST	\$134,800.00	\$134,800.00	1.00	\$134,800.00	\$0.00	\$134,800.00	100.00%	\$0.00
2	01.04.146 - 33 ′ Tank - Pedestal	01.04.146 - 33 16 13 Engineering - Elevated Tank - Pedestal	1.0	รา	\$118,500.00	\$118,500.00	1.00	\$118,500.00	\$0.00	\$118,500.00	100.00%	\$0.00
က	01.05.146 - 33 1 Tank - Steel Tan	01.05.146 - 33 16 13 Engineering - Elevated Tank - Steel Tank	1.0	ST	\$98,200.00	\$98,200.00	08:0	\$78,560.00	\$0.00	\$78,560.00	80.00%	\$19,640.00
4	01.09.146 - 33 1	01.09.146 - 33 16 13 Commissioning & Startup	1.0	ST	\$5,500.00	\$5,500.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5.500.00
ra	02.05.146 - 33 1	02.05.146 - 33 16 13 Tank Road / Laydown	1.0	rs	\$44,900.00	\$44,900.00	1.00	\$44,900.00	\$0.00	\$44,900.00	100.00%	\$0.00
ω	03.02.146 - 33.1 Improvement	03.02.146 - 33 16 13 Deep Foundation - Ground Improvement	1.0	ST TS	\$162,200.00	\$162,200.00	1.00	\$162,200.00	\$0.00	\$162,200.00	100.00%	\$0.00
7	03.03.146 - 33 1 Subgrade Impro	03.03.146 - 33 16 13 Foundation - Excavation / Subgrade Improvement	0.1	S1	\$75,000.00	\$75,000.00	1.00	\$75,000.00	\$0.00	\$75,000.00	100.00%	\$0.00
က	03.05.146 - 33 1 Foundation	03.05.146 - 33 16 13 Foundation - Spread Foundation	1.0	ST	\$228,300.00	\$228,300.00	1.00	\$228,300.00	\$0.00	\$228,300,00	100.00%	\$0.00
б	03.06.146 - 33 1 Exterior	03.06.146 - 33 16 13 Foundation - Backfill Exterior	1.0	នា	\$43,800.00	\$43,800.00	1.00	\$43,800.00	\$0.00	\$43,800.00	100.00%	\$0.00
10	04.01.146 - 33 1 Crane / Scaffold	04.01.146 - 33 16 13 Concrete Pedestal - Lffts 1 / Crane / Scaffold	1.0	ST	\$246,000.00	\$246,000.00	1.00	\$246,000.00	\$0.00	\$246,000.00	100.00%	\$0.00
Ħ	04.02.146 - 33 1	04.02.146 - 33 16 13 Concrete Pedestal - Lifts 2- 3	2.0	EA	\$160,200.00	\$320,400.00	2.00	\$320,400.00	\$0.00	\$320,400.00	100.00%	\$0.00
12	04.03.146 - 33 1 Remaining Lifts	04.03.146 - 33 16 13 Concrete Pedestal - Remaining Lifts	12.0	EA	\$143,100.00	\$1,717,200.00	8.00	\$1,144,800.00	\$0.00	\$1,144,800.00	66.67%	\$572,400.00
73	04.04.146 - 33 16 Floor	04.04.146 - 33 16 13 Concrete Pedestal - Tank Floor	1.0	ST	\$114,000.00	\$114,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,000.00
14	04.05.146 - 33 1	04.05.146 - 33 16 13 Backfill Interior	1.0	รา	\$26,300.00	\$26,300.00	00.0	\$0.00	\$0.00	\$0.00	0.00%	\$26.300.00
15	04.06.146 - 33 1	04.06.146 - 33 16 13 Slab on Grade	1.0	ST	\$49,700.00	\$49,700.00	00.0	\$0.00	\$0.00	\$0.00	0.00%	\$49,700.00
16	05.01.146 - 33 16 Fabrication	05.01.146 - 33 16 13 Steel Tank - Materials & Fabrication	1.0	ST	\$515,500.00	\$515,500.00	1.00	\$515,500.00	\$0.00	\$515,500.00	100.00%	\$0.00
17	05.03.146 - 33 1 Beam	05.03.146 - 33 16 13 Steel Tank - Erect - Ring Beam	1.0	รา	\$142,400.00	\$142,400.00	1.00	\$142,400.00	\$0.00	\$142,400.00	100,00%	\$0.00
18	05.04.146 - 33 1	05.04.146 - 33 16 13 Steel Tank - Erect - Cone	1.0	รา	\$166,500.00	\$166,500.00	1.00	\$166,500.00	\$0.00	\$166,500.00	100.00%	\$0.00
<u></u>	Shell	05.05.145 - 33 16 13 Steel Tank - Erect - Vertical Shell	1.0	ST	\$112,000.00	\$112,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$112,000.00
20	05.06.146 - 33 11 Tube / Platform	05.06.146 - 33 16 13 Steel Tank - Erect - Access Tube / Platform	1.0	ST	\$59,400.00	\$59,400.00	0.00	\$0.00	\$0.00	\$0.00	%00.0	\$59,400.00

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63.1		from Quantity	Smits	61 G1	(6.5)	Morphaged In The Work	6 X 24	Mortin Gy	#### E		Control of the Control
2	05.08.146 - 33 16 13 Steel Tank - Erect - Hoist	1.0	ST FS	\$95,300.00			\$0.00	\$0.00	11110	0.00%	405 300 00
22	05.09.146 - 33 16 13 Steel Tank - Erect - Floor	1.0) I'S	\$57,600.00	\$57,600.00					┙	\$83,300.00
23	05.10.146 - 33 16 13 Steel Tank - Erect - Roof	1.0	ST	\$77,800.00	\$77,800.00						00.00a, te¢
24	06.03.146 - 33 16 13 Steel Tank - Field Coating - Ground Phase	1.0	ST	\$120,500.00	\$120,500.00					上	\$17,800.00
25	06.04.146 - 33 16 13 Steel Tank - Field Coating - Air Phase	1.0	87	\$157,000.00	\$157,000.00	0.00	\$0.00	00'0\$			\$457 000 on
<u>26</u>	07.01.146 - 33 16 13 Mechanical - Base - Piping	1.0	ST	\$55,400.00	\$55,400.00	00.0		00 0\$	00 04	\perp	000000
27	07.02.146 - 33 16 13 Mechanical - Riser Piping	1.0		69	\$152,300.00			\$0.00	00.0\$	0.00%	\$55,400.00
28	07.04.146 - 33.16.13 Mechanical - Chamber - Valves / Piping	1.0	rs	\$179,700.00	\$179,700.00		\$0.00	\$0.00	\$0.00		\$179,700.00
53	08.01.146 - 33 16 13 Concrete Pedestal - Ladders / Landings	1.0	FS	\$97,300.00	\$97,300.00	0.00	\$0.00	\$0.00	\$0.00		\$97,300.00
30	08.02.146 - 33 16 13 Steel Tank - Hatches / Vents	1.0	87	\$12,900.00	\$12,900.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,900.00
31	08.04.146 - 33 16 13 Mixing System	1.0	ST TS	\$29,000.00	\$29,000.00	00:0	\$0.00	\$0.00	\$0.00	%00.0	\$20,000,00
32	09.04.146 - 33 16 13 Doors	1.0	ST	\$28,700.00	\$28,700.00	00:0	\$0.00	\$0.00	00:0\$	L	\$28,000.00
33	10.02.146 - 33 16 13 Underground Piping/Cathadic Protection	1.0	87	\$46,200.00	\$46,200.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46.200.00
34	10.03.146 - 33.16 13 Panels / Lighting / Raceways / Wiring	1.0	TS	\$80,800.00	\$80,800.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80.800.00
35	10.04.146 - 33 16 13 Instrumentation / Controls / SCADA	1.0	รา	\$92,300.00	\$92,300.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$92,300.00
36	10.05.146 - 33 16 13 Lightning Protection / Grounding	1.0	ST	\$11,600.00	\$11,600.00	00.0	\$0.00	\$0.00	\$0.00	0.00%	\$11.600.00
37	14.01.101 - 01 71 00 Mobilization and Demobilization (Not to Exceed 5%)	1.0	ST	\$60,000.00	\$60,000.00	00.0	\$0.00	\$0.00	\$0.00	0.00%	\$60.000.00
38	14.02.102 - 01 21 00 Contingency Work Allowance (Owner Determined)	1.0	ST	\$25,000.00	\$25,000.00	00.0	\$0.00	\$0.00	\$0.00	0.00%	\$25.000.00
39	14.03.103 - 01 21 00 Electric Utility Altowance (Owner Determined)	1.0	รา	\$7,500.00	\$7,500.00	00.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00
40	14.04.104 - 01 55 26 Maintenance and Protection of Traffic	1.0	ST	\$8,000.00	\$8,000.00	0.50	\$4,000.00	\$0.00	\$4,000.00	50.00%	\$4,000.00
턴	14.05.105 - 01 57 13 Erosion and Sediment Control	1.0	នា	\$17,322.00	\$17,322.00	08:0	\$13,857.60	\$0.00	\$13,857.60	80.00%	\$3,464.40
42	14.06.106 - 01 71 00 Construction Engineering (Not to Exceed 1%)	1.0	RS	\$45,000.00	\$45,000.00	0.70	\$31,500.00	\$0.00	\$31,500.00	70.00%	\$13,500.00
43	14.07.107 - 01 78 39 Project Record Documents	1.0	ST	\$2,000.00	\$2,000.00	00.0	\$0.00	\$0.00	\$0.00	%00.0	\$2,000.00
4	14.08.108 - 02 21 20 Above Ground Video Survey	1.0	rs	\$4,000.00	\$4,000.00	1.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00
42	14.09.109 - 02 41 13 Clearing Right-of-Way	1.0	ST	\$30,000.00	\$30,000.00	1.00	\$30,000.00	\$0.00	\$30,000.00	100.00%	\$0.00
94	14.10.110 - 02 41 13 Remove Storm Sewer Pipe	296.0	1T	\$100.00	\$29,600.00	296.00	\$29,600.00	\$0.00	\$29,600.00	100.00%	\$0.00
47	14.11.111 - 02.41 13 Sheet Sign and Post, Remove and Reset	1.0	EA	\$400.00	\$400.00	00.0	\$0.00	\$0.00	\$0.00	%00:0	\$400.00

EJDC C-620 Contractor's Application for Payment (c) 2018 National Society of Professional Engineers for EJDC. All rights reserved.

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Iress Estimate - Unit Price Work	ırk 	S		14.			Contrac	Contractor's Application for Payment	ation fo	or Payment
	THE PERSON NAMED IN		Mountaine Unit Price	Varie or Bis CAR	Work of Safanted Camiffy Procurs of Stell in	Anglested Waite Di West Configuration Date Ex Co.	Matter ads Currently Stored (Not to G)	Work Completed and Naturals Street to Date (# + 1)	Service of the servic	Between
14.12.112 - 31 00 05 Exploratory Trenching/Utility Potholing		EA		\$3.000.00		00 000 85	100 Va			(4)
14.13.113 - 31 00 05 Exploratory Trenching/Utility Potholing, Undistributed	4.0	EA					00.00		%00:00L	\$0.00
14.14.114 - 31 00 05 Common Excavation	1.0	<u> </u>	-	6			On ne		\$0.00%	\$3,000.00
14.15.115 - 31 00 05 Common Excavation, Undistributed	196.0	λo			67.0	\$41,250.00	80.00	\$41,2	75.00%	\$13,750.00
14.16.116 - 31 00 05 Additional Select Fill for Unsuitable Materials, #53	47.0	λo	\$52.00		1000		00.00		%00.0	\$6,272.00
14.17.117 - 31 00 05 Special Backfill, No. 53	16.0	λο	\$75.00				90.00		0.00%	\$2,444.00
14.18.118 - 32 31 13 Compacted Aggregate, No. 53, Base	494.0	F	\$36.00	₩	0.00	\$0.00	00.08	80.00	0.00%	\$1,200.00
14.19.119 - 32 31 13 Compacted Aggregate, No. 53, Base, Undistributed	148.0	 	\$36.00	\$5,328.00	00:0	\$0.00	80.00		0.00.0	\$17,104.JU
14.20.120 - 32 31 13 Compacted Aggregate, No. 2, Base	659.0		\$42.00	€9	923.00	\$27.6	00 05	8.27.8	0.00%	00.626.UU
14.21.121 - 32 31 13 Compacted Aggregate, No. 2, Base, Undistributed	148.0	⊢	\$42.00		148.00		0008		100.00%	90.0¢
14.22.122 - 32 31 13 Geogrid, Type IB, Undistributed	445.0	YS.	\$10.00	\$4,450.00	00:0	00 05	0000	7'00	300.001	\$0.00
14.23.123 - 32 31 13 HMA Pavement, Surface, 9.5 mm, Type B, 58S	122.0	1	\$107.00	\$13,054.00	00:0	00 08	00 08	On the	0.00%	\$4,450.00
14.24.124 - 32 31 13 HMA Pavement, Intermediate, 19.0 mm, Type B, 58S	489.0	 	\$75.00	\$36,675,00	00.0	\$0.00	00 08	OD OD	0.00%	\$13,054.00
14.25.125 - 32.31 13 Asphalt for Tack Coat	3.72	Ι	\$10.00	06.253	000	000		Or no	0.00.0	350,075,UU
14.26.126 - 32 31 13 Pavement Markings	1.0	TS	\$50.00		00.0	00.04	\$0.00	00:0\$	0.00%	\$37.20
14.27.127 - 32 31 13 Compacted Aggregate, No. 73, Surface	9.0	-	\$300.00	\$2,700.00	00.0	\$6.00	\$0.00	00.04	%00.0	\$50.00
14.28.128 - 32 31 13 Fence, Chainlink, 7 Ft, with Barbed Wire	378.0	∃T	\$25.00	\$9,450.00	0.00	\$0.00	80.00	00 0\$	%000	\$2,730.00 \$0.450.00
14.29.129 - 32 31 13 Gate, Chainlin k, 16 Ft Wide, Rolling	1.0	EA	\$4,000.00	\$4,000.00	00.0	\$0.00	\$0.00	00 03	%000	\$4,430.00 \$4,000.00
14.30.130 - 32 31 13 Gate, Chainlin k, 5 Ft Wide	1.0	EA	\$2,000.00	\$2,000.00	0000	9	- L	1	0/2020	20.000,17
14.31.131 - 32 92 00 Seeding & Site Restoration	5418.0	SY	\$5.00	\$27,000.00	00.0	00.04	\$0.00	20.00	0.00%	\$2,000.00
14.32.132 - 32 93 00 Site Landscaping	1.0	LS.	\$20,000.00	\$20,000,00	000	90.00	\$0.00	\$0.00	%00.0	\$27,090.00
14.33.133 - 33 05 13 60! Manhole, Type I, Rebar Cage	2.0	EA	\$4,000.00	\$8,000.00	2.00	\$8.000.00	\$0.00	\$0.00	0.00%	\$20,000.00
14.34.134 - 33 05 13 331 Inlet, Type I-B	2.0	EA	\$2,000.00	\$4 000 00	000	44 000 00	0 0	Open Contract	000:001	\$0.00
44.00 407 00 74.00		í	92,000.00	\$4,000.00	2.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00

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14.35.135 - 33 05 13 Precast Storm Structure Waterproofing

14.37.137 - 33 11 00 Water Main, 12 In., PVC 14.38.138 - 33 11 00 Elbow, 12 In., 22.5, DJ

72 73 74 74

14.36.136 - 33 11 00 Water Main, 16 In., DI

20.0 515.0 1.0

\$0.00 \$0.00 \$0.00

\$2,584,488.60

59.46%

\$3,790,511.60

\$3,790,511.60

\$6,375,000.20

Project Totals

Comparison Com	8	a supplied the supplied to the	2	a,	W		•		Contrac	Contractor's Application for Payment	cation fo	or Paymen
1438.145-25110 Phys. 12 h., Di				Commercia			O TOTAL	mpilitied Value of Work		Waste Commission		
14,421,142-33 120 120, 120, 120, 120, 120, 120, 120, 120,		n in the second	Rem Calainin	Voils	Unitaries	X (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Settracted General Proportional The Mark	Completed to Date (E.Y.O)	Materials Committee Storm Rice in Gi	and Materials Stored Tothab	% of Value of Rem	Balance to Finish (F. 3)
144,141-142-33 10 Walker falle, vir. 12 h, vol. 14	75	14.39.139 - 33 11 00 Plug, 12 ln., DI	1.0	EA	\$1,500.00	\$1,500.00	1.00	\$1.500.00	30.08			00 04
1445.143-3311.00 Teach 10	9	14.40.140 - 33 11 00 Reducer, 16 ln. x 12 ln., DI	2.0	EA	\$2,500.00	\$5,000.00	2.00	\$5,000.00	JO 05		\perp	00.06
1442,142 - 33 1 1 00 Water Main Commercion 15 EA \$5,000.00 \$10,000	77	14.41.141 - 33 11 00 Tee, 16 ln. x 16 ln., Di	1.0	EA	\$5,000.00	\$5,000.00	1.00	\$5,000,00	00 05		1	\$0.00
Hard Hard Hard Hard Hard Hard Hard Hard	78	14.42.142 - 33 11 00 Water Main Connection	1.0	EA	\$5,000.00	\$5,000.00	1.00	\$5,000.00	00.0\$			\$0.00
144,144 - 33 12 30 Cate Velve and Box, 12 3.0 EA \$1,000.00 \$21,000.00 \$321,0	62	14.43.143 - 33 12 00 Gate Valve and Box, 16 Inch.	1.0	ĘĄ	\$18,000.00	\$18,000.00	1.00	\$18,000.00	\$0.00			\$0.00
14.45,145-33 12 00 Hydrant Assembly, Type 2.0 E.A \$11,000.00 \$22,000.00 6.00 80.00	80	14,44.144 - 33 12 00 Gate Valve and Box, 12 Inch.	3.0	EA	\$7,000.00	\$21,000.00	3.00	\$21,000.00	\$0.00			80.00
14.47.14 - 33 41 00 Pipe, Storm, 18 h., Water 318.0 LF \$55.00 \$17,490.00 318.00 317.490.00 318.00 317.490.00 318.00 317.490.00 318.00 317.490.00 317	81	14.45.145 - 33 12 00 Hydrant Assembly, Type I	2.0	EA	\$11,000.00	\$22,000,00	00 0	\$0.00	00 03	İ		
1448.148-3341 00 Pipe, Storm. 18 In., Water 31.0 LF \$100.00 \$\$31300.00 \$\$3100.00	85	14.47.147 - 33 41 00 Pipe, Storm, 18 ln.	318.0	5	\$55.00	\$17,490.00	318.00	\$17.490.00	00.00	4		\$22,000.00
14.49.149 - 33.41 00 Pipe, Slorm, 6 In. 58.0 LF \$35.00 \$1,960.00 56.00 \$1,960.00 \$50.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,960.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$2,000.00	83	14.48.148 - 33 41 00 Pipe, Storm, 18 In., Water Class	31.0	귀	\$100.00	\$3,100.00	31.00	\$3,100.00	\$0.00		┷	\$0.00
14,551,151 - 33,41 00 Pipe, Underdrain, 4 In., 536.0 F. \$25.00 \$13,400.00	88	14.49.149 - 33 41 00 Pipe, Storm, 6 In.	56.0	7	\$35.00	\$1,960.00	56.09	\$1.960.00	\$0.03		\perp	on a
14.51.151 - 33.41 00 Storm Lateral Same Lateral	82	14.50.150 - 33 41 00 Pipe, Underdrain, 4 In., Perforated	536.0	47	\$25.00	\$13,400.00	536.00	\$13,400.00	\$0.00			\$0.00
14.52.152 - 33 41 00 Pipe End Section, Diameter 2.0 \$1,00.00 \$2,000.00 \$2,000.00 \$0.00	98	14:51.151 - 33 41 00 Storm Lateral Reconnection, Undistributed	5.0	Ä	\$200.00	\$1,000.00	00:0	\$0.00	80.00			21 000 00
14.53.153 - 40 66 76 Wastewater Repeater RTU 1.0 LS \$10,000.00 \$10,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$10,000 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000	87	14.52.152 - 33.41.00 Pipe End Section, Diameter 18 In.	2.0	EA	\$1,000.00	\$2,000.00	2.00	\$2,000.00	\$0.00	\$2.0	1 5	00 05
14.54.154 - 40 66 76 Wastewater Repeater RTU	88	14.53.153 - 40 66 76 Water Tower RTU	1.0	S	\$10,000.00	\$10,000.00	0.00	\$0.00	00 03			0000
Contract Totals \$6,375,000.20 \$3,790,511.60 \$0.00 \$3,790,511.60 \$0.46% Grange Orbans 39 Order Totals \$0.00 \$0.00 \$0.00 \$0.00%	58	14.54.154 - 40 66 76 Wastewater Repeater RTU	1.0	SI	\$12,000.00	\$12,000.00	0.00	\$0.00	20.00			\$10,000.00
Chairga Octaors \$0.00 \$0.00 \$0.00 \$0.00				Original		\$6,375,000.20		\$3,790,511.60	\$0.00	\$3,790,5	Ľ	\$2.584.488.60
e Order Totals \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0.00%					The state of the s	See Crobus						
				Chan	ge Order Totals	\$0.00		\$0.00	\$0.00	00'0\$	0.00%	\$0.00

Electronic Funds Transfer Information

Bank Account Name

Landmark Structures I, L.P.

Address

1665 Harmon Road

Fort Worth, Texas 76177

Bank Name

Truist

Bank Address

1201 Church Street

Colleyville, Texas 76034

Account Type

Checking

Routing Number

111017694

Account Number

1440000699245

Please forward remittance information to <u>accounting.usowner@teamlandmark.com</u> or mail to the address above.

	pplication for Pay				
Owner:	Town of Hunterto			r's Project No.:	06184
Engineer:	Engineering Reso			eer's Project No.:	06184
Contractor:	Fox Contractors (actor's Project No.:	25043
Project: Contract:		chwest Water Tower &		on	
		ff Rd Water Main Exter			
Application I			ation Date:	10/28/2025	
Application I	Period: From	6/1/2025	to _	10/31/2025	
1. Ori _l	ginal Contract Price	2		S	958,903,20
2. Net	change by Change	Orders			
	rent Contract Price	•		S E	958,903.20
		and materials stored		O CONTRACTOR OF THE OWNER, THE OW	MANUFACTURE STORMS STORMS A
		np Sum Total and Colu	mn I Unit Pric	e Total) \$	901,673.94
5. Reta	ainage	ennomente (no significant American consistence (no significant sig		<u> </u>	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT
a.		901,673.94 Work C	ompleted =	\$ 45,083.	70
b.		Stored	Materials =	s in the	
	Total Retainage (I	,		Ş	45.088.70
		e (Line 4 - Line 5.c)		\$	856,590.24
		ts (Line 6 from prior ap	plication)	\$	699,104.02
	ount due this appli				157,486,22
		ding retainage (Line 3	- Line 4 + Line	: 5.c) \$	12 - 102,312,96
Contractor's					
The undersigne	ed Contractor certifie	es, to the best of its know	ledge, the follo	owing:	
(1) All previous	progress payments	received from Owner on	account of Wo	rk done under the Contr	act have been
nrior Application	ount to discharge Co ons for Payment;	ntractor's legitimate obli	gations incurre	d in connection with the	: Work covered by
		equipment incorporated	in said Work o	r atherwise listed in ar a	escared but this
Application for	Payment, will pass t	o Owner at time of paym	ent free and cl	ear of all liens, security i	overed by this
encumbrances	(except such as are o	covered by a bond accept	able to Owner	indemnifying Owner aga	ainst anv such
liens, security is	nterest, or encumbra	ances); and			
(3) All the Worl	c covered by this App	olication for Payment is in	າ accordance w	ith the Contract Docume	ents and is not
defective.		<u> </u>			
Contractor:	Fox Contractors Co	J ro	W#4.83, 800.00	**************************************	** <u>***</u>
Signature:	Marki,	ULL		Date: 1	.0/28/2025
Recommende	d by Engineer		Approved b	William Company .	
By:			By:	,	
Title:		tally a gned by James R. Breckler	Title:		
Date:	201401 201401	e: 2025.10.28 14:15:51-04'00'	Date:		
	Funding Agency				
By:	······································		_		
•			Rv:		
Title:			By:		

Progress Estim	Progress Estimate - Lump Sum Work						•		
Owner: Freinser	Town of Huntertown, Indiana						Contractor's App	Contractor's Application for Payment	# [
Contractor:	Fox Contractors Corp.						Engineer's Project No.:	06184	
Project: Contract;	Huntertown Northwest Water Tower & Main Extension Contract B: Shoaff Rd Water Main Extension	& Main Extension ension					Contractor's Project No.:	25043	
Application No.:	2	ild	From	06/01/25	to	10/31/25	Application Date:	Date: 10/28/25	
			3	Walketonne	E C	4			THE R
				(D + E) from:	¥	Materials Currently	Work Completed		
len tto,	Discretebrase			Application		Stored (not in D.or. E	Noted (but in D.or. Stored to Date - 1, of scheduled	ed Balance (ordinish (c	
	TOTAL TO		Skrindiner value (S)	Original contract	9	(4)	(\$)		
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		Original Contract Totals		\$	\$			***************************************	
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Progress Estin	Progress Estimate - Lump Sum Work				Contractor's Application for Payment	on for Davment
Owner:	Town of Huntertown Indiana				annoual de la company de la co	ייי יכו י פאוויכווי
Engineer:	Engineering Recourses Inc				Owner's Project No.:	05184
Contractor	Englisher ing Nesources, IIIC.				Engineer's Project No.:	06184
Depication.	יטא בטוומ פרנטוז בטרף.				Contractor's Project No.:	25043
Contract:	Huntertown Northwest Water Tower & Main Extension Contract B: Shoaff Rd Water Main Extension					
Application No.:	2 Annihation Bariani	1				
4			09/01/25 to	10/31/25	Application Date:	10/28/25
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	Test project	Schooling Value (5	(5)	8		[6]
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		ONE	mal Concrections Change Orders			
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Estimated Value of Work Guarrity Completed to Date Materials Currently Incorporated in 1.00	Contractor Con	10012	riogiess estimate - Onit Price Work								Contractor's Application for Payment	plication fo	r Payment
Contract	Contract Execution Contract	Owner:	Town of Huntertown, Indiana								Owner's Project No.		00104
Controlled to Long Controlled	Continent of the Cont	Engineer:								ľ	Engineer's Project No.		06104
The contract of the contract	The control of the	Contractor	•							1	Contractor's Project in		25042
2	2	Contract:	Huntertown Northwest Water Tower & Main Extension Contract B: Shoaff Rd Water Main Extension							LI			23043
Control Cont	Control Cont		4							-			
Comparison Com	Control Cont	Application		From	06/01/25	\$	10/30/25				Applica	tion Date:	10/28/25
Control Cont	Control Exercise Cont	۷	8	v	6	.		2		•			50 50 50
Particle	Particular Par				Contract	Information			ompleted	-			-
Particular Par	Control Cont	R Marie Marie					Value of Bid Item	Estimated Quantity	Value of Work Completed to Date		Work Completed and Materials Stored to Date		ance to Finish E
Application and Particular Services 2543 1 15 15 15 15 15 15 15	Control Engine Cont	No.	Description	Item Quantity	units	Unit Price (\$)	(3) (5)	Incorporated in the Work	(EXG)	Stored (not in G) (S)	(H+1)		F-
Control Cont	District Processing Line Part		Mobilization and Demobilization (Not to Econd Fee)	•		erigiro	Contract					- - -	Ē
Uniting Policy Language Closest Determined) 1 55 12,000.00 1,500.00	United beliefing (a) United bettermined) 1 15 15 15 15 15 15 15		Contingency Work Allowance (Owner Determined)		S S	32,500.00	32,500.00	1.00	32,500.00		16,250.00	20%	16,250.00
Montenance of Transfer Montenance Mont	Maintenance of Training State Maintenance Maintenanc		Utility Pole Bracing Allowance (Owner Determined)		2 2	25,000.00	25,000.00					%0	25,000.00
Comparing the prediction and Section 1	Fronton and Septement Control Register (Notice) 1		Maintenance and Protection of Traffic	1	SI	4 324 00	4 374 00				•	%	5,775.00
Communication Communicatio	Project Network of Exemption 1		Frosion and Sediment Control	1	rs	15 595 00	15 595 00	00.1	4,324.00		2,162.00	20%	2,162.00
Mobile Reviewed Extension State 1	Application of the property	\neg	Construction Engineering (Not to Exceed 2%)	1	ST	5,238.00	5,238.00	1.00	5 238 00		11,696.25	75%	3,898.75
Accordance 1 15 1500.00 15	Account Vision Survey 1 15 150,000 1	T	Project Record Documents	1	ST	3,700.00	3,700.00		, and the second		2,019.00	800	2,619.00
Secret Registrone 1 15 2650.00 1.00 2.650.00 1.00 1.00 2.650.00 1.	Value Valu		Above Ground Video Survey	1	ST	1,500.00	1,500.00	1.00	1.500 00		. 0000	%O 00+	3,700.00
Value Valu	Mainton, Enroy and Reset 4 E.a 100.0 480.0 100.0 100.0 1		Clearing Right-of-Way	1	S7	2,650.00	2,650.00	1.00	2,650,00		7 650 00	100%	1
Securior Activity Children Securior Se	Second Compared Notes		oneet Sign and Post, Remove and Reset	4	Ea	120.00	480.00				7,000,00	8 30 T	, 00 007
Special Bacterial Formation of the common Exercised	Common Cardination Composed Segretary (N. Cardination Compose		Mailbox, Kemove and Reset, Undistributed	ιη	Ea	10.00	20.00					8 %	460.00
Special Backfill, No. 33, Percel Backfill, No. 33, Backfill, No. 34, Backfill, No.	Special Buckfill, No. 318, Petch Buckfill, No. 32, Base 4.0	T	Common Expension	ın i	Ea	10.00	20.00		1		•	8 %	00.02
Carbon Annual Processing Compared Registration	Experiment Definition Performing Utility Utilit		common excavation	1	S	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	9
Capital State National Contract National Contr	Capital Control Cont		valoratory Trenching/Hillity Dotholing	64	Cys	64.00	4,096.00	64.00	4,096.00		4,096.00	100%	
State Appendix Stat	Compared Agriculty University Control of State	T	Approach Transfer (Hillist Potnoling	18	Ea	173.00	3,114.00	00.6	1,557.00		519.00	17%	7 595 00
HMA Pewement, Surface, 1.55 mm, Type B, 585 1018 64.00 12.240.00 18.73 1,198.72 57.84 1.1	HMA Parement, Surface, 3, 5 mm, Type 8, 585 1	T	Omparted Apprecate No. 53. Base	10	Ea	173.00	1,730.00		,		,	80	1.730.00
HAMA Pavement, Intermediate, 19.0 mm, Type 8, 585 2 7 70ns	HAVA Pavement, Intermediate, 150 mm, Type 8, 585		IMA Pavement, Surface, 9.5 mm. Type 8, 585	35	lons	64.00	2,240.00	18.73	1,198.72		1,198,72	54%	1,041.28
Asphalt for Tack Coat	Asphalt for Tack Coat		IMA Pavement, Intermediate, 19.0 mm, Type B. 585	1 0	Tons	821.00	821.00		1			%0	821.00
Seeding & Size Restoration 2443 Sys	Seeding & Size Restoration 2443 5/45 5/45 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 14.00 100% 14.00 14.00 100% 14.00 10.00% 14.00 14.		sphalt for Tack Coat	0.03	Tons	432.00	864.00				,	%0	864.00
Precast Storm Structure Waterploofing 1 Ea 3.064.00 3.06	Precast Storm Structure Waterproofing 1		eeding & Site Restoration	2443	Svs	1 40	2 420.00	. 00 077 0	, 000		E	%0	120,00
Water Main, 12 In., PVC S529 LF 85.00 469.965.00 5.413.00 450.005.00 98% Water Main, 12 In., PVC, HDD 878 LF 131.00 115,018.00 115,018.00 100% Flbow, 12 In., 45, DI 3 Ea 2,155.00 16,338.00 11.06 12,907.02 7,002.00 43% Plug, 12 In., x12 In., DI 2 Ea 2,280.00 4,560.00 2.00 4,560.00 100% 825.00 100% 100% Water Main Connection 1 Ea 2,280.00 2.00 4,560.00 3,500.00 4,560.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100% 825.00 100%	Water Main, 12 In., PVC \$5299 LF 85.00 469,965.00 5,413.00 460,105.00 460,105.00 98-8 Water Main, 12 In., PVC, HDD 878 LF 131.00 115,018.00 115,018.00 100% Elbow, 12 In., PVC, HDD 878 LF 131.00 115,018.00 115,018.00 110% Elbow, 12 In., 45, DI 3 Ea 1,167.00 878.00 115,018.00 100% Plug, 12 In., 45, DI 3 Ea 2,75.00 825.00 3.00 4,560.00 1,00% Water Main Connection, DI 1 Ea 2,750.00 2,00 4,560.00 3.00 4,560.00 1,00% Water Wain connection, Undistributed 13 Ea 7,287.00 130,245.00 1,00 4,560.00 1,00% Storm Lateral Reconnection, Undistributed 10 Ea 5,500.00 5,00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 <t< td=""><td></td><td>recast Storm Structure Waterproofing</td><td>1</td><td>Ea</td><td>3.064.00</td><td>3.064.00</td><td>2,443.00</td><td>3,420,20</td><td></td><td>3,420.20</td><td>100%</td><td>,</td></t<>		recast Storm Structure Waterproofing	1	Ea	3.064.00	3.064.00	2,443.00	3,420,20		3,420.20	100%	,
Water Main, 12 In, PVC, HDD 878 LF 131.00 115,018.00 878.00 115,018.0	Water Main, 12 In, PVC, HDD		Vater Main, 12 In., PVC	5529	LF	85.00	469,965.00	5.413.00	460 105 00		3,064.00	100%	
Figure, 12 In., 95, DH Fig. 11, 167, Ob 16,338,00 11,06 12,907,02 12,007,02 13,008 13,007,02 13,008 13,007,02 13,009 13,007,02 13,009 13,	Pictow, 12 In, 45, 9 11.06 15,338.00 11.06 12,507.02 10.08 12.00 10.08 10.0		Vater Main, 12 In., PVC, HDD	878	LF	131.00	115,018.00	878.00	115,018,00		115 018 00	1000	9,860.00
Teg. 12 1, 10 2.0	Tries, 201 Second S		Ibow, 12 In., 45, DI	14	Ea	1,167.00	16,338.00	11.06	12,907.02		7,007.00	7027	0338.00
Variation of the control of the co	Variety and Box, 12 line		108, 12 III., Ul	m	Ea	275.00	825.00	3.00	825.00		825.00	100%	on a contract
Storm Lateral Reconnection, Undistributed	Storm Lateral Reconnection, Undistributed	T	ee, 12 III. X 12 III., DI	2	Ea	2,280.00	4,560.00	2.00	4,560.00		4,560.00	100%	,
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Storm Lateral Reconnection, Undistributed 13 Ea 7.287.00 94,731.00 94,731.00 85,750.00 55.00 2,750.00 55.00 2,750.00 50%	Storm Lateral Reconnection, Undistributed 13 Ea 7,287.00 94,731.00 94,731.00 85% Storm Lateral Reconnection, Undistributed 10 Ea 550.00 5,000		udrant Assembly Type I	15	Ea	8,883.00	133,245.00	15.00	133,245.00		133,245.00	100%	¥
Change Order Totals \$5.00.00 \$5.00 \$7.750.00 \$0.750.00	Change Order Totals \$ 5.00 \$,500.00 \$,500.00 \$,750.00		parameters Decomposition Hadisticked	13	Ea	7,287.00	94,731.00	13.00	94,731.00		80,157.00	85%	14.574.00
\$ 958,903.20 \$ 901,673.94 \$ - \$ 855,227.17 899% \$ 10	\$ 958,903.20 \$ 901,673.94 \$ - \$ 855,227.17 899% \$ 10 ge Orders \$. \$. \$. \$. \$. \$ 1 \$ tand Change Orders		com categorinection, orlansuroused	10	Ea	550.00	5,500.00	5.00	2,750.00		2,750.00	20%	2,750.00
ge Orders \$ 901,673.94 \$ \$ 855,227.17 89% \$ \$ \$ \$ \$	\$ 900,673.94 \$ \$ 855,227.17 899% \$ \$ 840,673.94 \$ \$ 850,677.17 899% \$				Original	Contract Totals							ı
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Stored Mate	Stored Materials Summary					Contractor's Application for Payment	on for Payment
Owner:	Town of Huntertown, Indiana					Owner's Project No.:	06184
Engineer:	Engineering Resources, Inc.					Engineer's Project No.	06194
Contractor:	Fox Contractors Corp.					Contractor's Design No.	25043
Project	Huntertown Northwest Water Tower & Main Extension					Commenced and open Mo	23043
Contract:	Contract B: Shoaff Rd Water Main Extension			!			
Application No.:	2	Application Period: From	05/01/25	Q	10/31/25	Amelian Pater	70/00/01
¥		.				Application pale:	TU/26/25
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	Supplied Specification Description of Materials of		Stated	Reviod	Date Gent	riod (JeK)	(40)
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		Total	Totals \$		\$	\$	